
SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: RFP-600679-09/BJC - Group Medical Benefits and FSA Administration

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Betsy Cohen

EXT: 7112

MOTION/RECOMMENDATION:

Approve negotiated contracts for RFP-600679-09/BJC - Group Medical Benefits and FSA administration with Blue Cross Blue Shield of Florida and re-insurance to Symetra for the self-insured option with the Clinic model.

County-wide

Ray Hooper

BACKGROUND:

RFP-600679-09/BJC will provide for Group Medical Benefits and FSA Administration. Seminole County Government, which includes 1510 full-time covered employees and retirees, requested proposals for health coverage on a fully insured and self-insured basis and FSA Administration.

On August 25, 2009, the Board of County Commissioners authorized staff to negotiate the contracts for Group Medical Benefits and FSA administration with Blue Cross Blue Shield of Florida and re-insurance to Symetra for the self-insured option with the Clinic model. The negotiated agreement is included in the backup documents.

STAFF RECOMMENDATION:

Staff recommends that the Board approve final contracts for Group Medical Benefits and FSA administration with Blue Cross Blue Shield of Florida and re-insurance to Symetra for the self-insured option with the Clinic model.

ATTACHMENTS:

1. BCBS ASO Agreement
2. Symetra Insurance Application
3. Symetra Specimen Policy

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

and

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

This Administrative Services Agreement (hereinafter referred to as the "Agreement"), made this 1st day of January, 2010, is by and between Blue Cross and Blue Shield of Florida, Inc., a Florida corporation having its principal place of business at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 (hereinafter referred to as the "BCBSF") and Seminole County Board of County Commissioners located at 205 West County Home Road, Sanford, Florida 32773 (hereinafter referred to as the "County").

WHEREAS, the County has established and currently sponsors a self-insured Employee Welfare Benefit Plan, to provide certain benefits (attached hereto as Exhibit "A" and hereinafter called the "Group Health Plan") for covered group members and their covered dependents; and

WHEREAS, except as otherwise specifically provided herein, the County is to retain all liabilities under its Group Health Plan, and BCBSF is to provide the agreed upon services to the Group Health Plan without assuming any such liability; and

WHEREAS, the County desires that, with respect to the Group Health Plan, BCBSF furnish certain claims processing and administrative services.

NOW, therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

SECTION I

TERM

1.1 Initial Term

The initial term of this Agreement shall be from January 1, 2010 (the effective date) and shall end on December 31, 2010 (the termination date), unless the Agreement is terminated earlier in accordance with the provisions of this Agreement.

1.2 Renewal Terms

This Agreement will renew each anniversary date for successive one year terms at the renewal rates then in effect, unless the County notifies the other party of its intent not to extend this Agreement at least 30 days prior to the

applicable anniversary date. Should BCCBSF terminate the agreement 180 notice is required.

SECTION II

DUTIES AND RESPONSIBILITIES OF THE COUNTY

2.1 Final Authority

The County retains all final authority and responsibility for the Group Health Plan including, but not limited to eligibility and enrollment for coverage under the Group Health Plan, the existence of coverage, the benefits structure of the Group Health Plan, claims payment decisions, cost containment program decisions, utilization benefits management, compliance with the requirements of COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985, as amended), compliance with the requirements of ERISA (Employee Retirement Income Security Act of 1974, as amended), compliance with reporting and remitting abandoned property funds, and compliance with any other state and federal law or regulation applicable to the County, the Group Health Plan, or the administration of the Group Health Plan.

The County agrees to provide BCBSF with any information BCBSF reasonably requires in order to perform the administrative services set forth herein.

2.2 Eligibility and Enrollment

As of the first day of the term of this Agreement, the County will have delivered to BCBSF enrollment information regarding eligible and properly enrolled members, as determined by the County. The County shall deliver to BCBSF all employee and dependent eligibility status changes on a monthly basis, or more frequently as mutually agreed by the parties.

The County shall be responsible for providing each covered employee with a copy of the plan document which shall include the Group Health Plan.

2.3 Financial Obligations

A. Claims Payment

The County is financially responsible for the payment of all claims paid under the Group Health Plan. Financial arrangements regarding the payment of such claims are set forth in Exhibit "B".

B. Administrative Fees

The County agrees to promptly pay all administrative fees as set forth in Exhibit "B". Administrative fees are not subject to change during the

initial term of this Agreement. The administrative fees shall be payable to BCBSF within 10 days of written notification to the County of the amount owed.

C. Late Charges

In the event the County fails to pay any amount owed in full by the 35th day past the due date, the County shall pay BCBSF, in addition to the amount due, a late charge as set forth in Exhibit "B".

D. Modifications

BCBSF may modify the administrative fees contained in Exhibit "B" at any time on or after the first anniversary of this Agreement's effective date, upon giving one hundred and eighty (180) days prior written notice to the County. Additionally, BCBSF, at any time, may modify the administrative fee, if the County substantially modifies the Group Health Plan.

2.4 Use of Names and Logos

The County agrees to allow BCBSF to use the County's name and logo on I.D. cards and other forms necessary to effectuate this Agreement, and to promote the County's relationship with BCBSF to potential or existing providers. BCBSF shall not use the County's name or logo for any purpose without the prior written consent of the County.

The County agrees that the names, logos, symbols, trademarks, tradenames, and service marks of BCBSF, whether presently existing or hereafter established, are the sole property of BCBSF and BCBSF retains the right to the use and control thereof. The County shall not use BCBSF's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of BCBSF and shall cease any such usage immediately upon written notice by BCBSF or upon termination of this Agreement, whichever is sooner.

SECTION III

DUTIES AND RESPONSIBILITIES OF BCBSF

3.1 Generally

It is understood and agreed that BCBSF is empowered and required to act with respect to the Group Health Plan only as expressly stated herein.

The County and BCBSF agree that BCBSF's role is to provide administrative claims payment services, that BCBSF does not assume any financial risk or obligation with respect to claims, that the services rendered by BCBSF under

this Agreement shall not include the power to exercise control over the Group Health Plan's assets, if any, or discretionary authority over the Health Care Plan's operations, and that BCBSF will not for any purpose, under ERISA or otherwise, be deemed to be the "Plan Administrator" of the Group Health Plan or a "fiduciary" with respect to the Group Health Plan. BCBSF's services hereunder are intended to and shall consist only of ministerial functions. The Group Health Plan's "Administrator" for purposes of ERISA is the County.

3.2 Enrollment; Forms and I.D. Cards

BCBSF shall enroll those individuals who have completed an application and are identified by the County as eligible for benefits under the Group Health Plan on the effective date of this Agreement, and subsequently during the continuance of this Agreement. BCBSF shall be entitled to rely on the information furnished to it by the County, and the County shall hold BCBSF harmless for any inaccuracy or failure to provide such information in a timely manner.

BCBSF shall furnish to the County, for distribution to persons participating in the Group Health Plan, benefit plan descriptions, forms to be used for submission of claims and enrollment, and any other forms necessary for the administration of the Group Health Plan, as determined by BCBSF. BCBSF shall mail a booklet and ID card to each members home upon initial enrollment and upon consumer demand within the appropriate time frame.

3.3 Claims Processing

BCBSF shall provide claims processing services on behalf of the GHP County for all properly submitted claims, in accordance with the benefits and procedures set forth in Exhibit "A", using funds solely supplied by the County, as set forth in Exhibit "B". BCBSF shall furnish each claimant with an explanation of each claim that is paid, rejected, suspended or denied.

For purposes of this Agreement, the term "claim(s)" shall be defined as the amount paid or payable by BCBSF to providers of services and/or covered group members under this Agreement and the Group Health Plan, and in conformity with any agreements BCBSF enters into with such providers of services, and includes capitation, physician incentives, pharmacy, physician, hospital and other fee-for-service claims expenditures.

3.4 Program Administration

BCBSF shall administer its established cost containment programs and utilization benefits management programs, as selected by the County and described in the Group Health Plan.

BCBSF shall make available its most favorably priced Preferred Provider Organization Program(s) to covered group members and their covered

dependents, as set forth in the Group Health Plan. Any agreements between providers of services and BCBSF are the sole property of BCBSF and BCBSF retains the right to the use and control thereof.

3.5 Inaccurate Payments

Whenever BCBSF becomes aware that the payment of a claim under the Group Health Plan to any person was, or may have been, made which was not in accordance with the terms of the Group Health Plan, whether or not such payment was BCBSF's fault, and whether or not such payment was more than or less than was appropriate under the terms of the Group Health Plan, BCBSF shall investigate such payment in accordance with its standard commercial insurance business practices and either 1) for a claim payment of \$50.00 or more, make a diligent effort to recover any payment which was more than was appropriate under the Group Health Plan or 2) as the case may be, adjust any claim the payment of which was less than appropriate under the Group Health Plan. The County delegates to BCBSF the discretion and the authority to determine under what circumstances to compromise a claim or to settle for less than the full amount of the claim. In the event any part of an inaccurate payment is recovered, the County will receive a refund from BCBSF. Nothing herein shall require BCBSF to institute a legal action or suit to recover payments made by BCBSF.

Additionally, upon approval by the County, BCBSF will pursue recoveries for claims paid as a result of fraud, abuse or other inappropriate action by a third party, including the right to opt-out or opt-in the County from any class action. These claims include, but are not limited to, all legal claims the County can assert whether based on common law or statute such as RICO, antitrust, deceptive trade practices, consumer fraud, insurance fraud, unjust enrichment, breach of fiduciary duty, breach of contract, breach of covenant of good faith and fair dealing, torts (including fraud, negligence, and product liability), breach of warranty, medical monitoring, false claims and kickbacks. If BCBSF obtains a recovery from any of these efforts, BCBSF will reimburse the County's pro rata share of the recovery. This share is calculated from the County's claims history or covered members at the time of such recovery, less the County's pro rata share of costs, if any, fees paid to outside counsel and any other costs incurred in obtaining that recovery. (pro rata share needs to be defined in an addendum or letter of agreement) BCBSF will not charge the County for any costs if BCBSF does not obtain a recovery that exceeds those costs.

3.6 Records and Reports

BCBSF agrees to establish, maintain and provide to the County, records and reports generated for the purposes of reporting claims experience and conducting audits of operations. BCBSF will provide claims information only in accordance with Exhibit C (and Exhibit D, if applicable) to this Agreement. BCBSF will not provide any information with regard to provider pricing

agreements or any other information which is of a confidential or proprietary nature, as determined by BCBSF. At the County's request BCBSF shall make available for audit the records necessary to facilitate an audit by an outside firm to be selected by the County. Reports or records shall provide enough detail to allow for audit of all aspects of claims processing and provider payments. The County shall be the sole arbiter as to the sufficiency of such records to meet the County's auditing needs.

3.7 Pharmacy Rebates

In certain circumstances, BCBSF and/or its pharmacy benefit manager ("PBM") negotiate(s) and receive(s) formulary rebates, volume discounts, and/or fees from certain drug manufacturers as a result of the inclusion of such manufacturer's branded products on BCBSF's formularies ("Rebates").

The PBM generally passes Rebates through to BCBSF. At times, the PBM may pass through a guaranteed minimum amount per prescription that exceeds the Rebates otherwise payable to BCBSF. In either situation, BCBSF passes through 100% of the amounts it receives to the County.

BCBSF may receive a portion of the Rebates on a prepaid, estimated basis, before any drug claims are filed and paid. To the extent that BCBSF receives prepaid, estimated rebate amounts, BCBSF retains, as part of its compensation, the interest earned on such amounts from the time it receives such prepayments until it forwards the County's Rebates. This time period is generally nine to twelve months. BCBSF expects to earn interest at the rate of 1.25% per annum.

BCBSF pays the County its Rebates or guaranteed minimum amount after BCBSF is able to determine the share attributable to the drug claims actually made by County's group members. This typically occurs seven to nine months after the end of the calendar quarter in which the drugs were dispensed.

BCBSF will provide more specific information on the amounts retained by BCBSF or the PBM upon request by the County.

3.8 Claims Payments

The source or sources of payment under the Group Health Plan are to be only the assets of the County, and BCBSF will have no liability whatsoever for providing a source from which payments will be made under the Group Health Care Plan.

3.9 Providers Outside the State of Florida

A. BlueCard

BCBSF participates in a program called "BlueCard." Whenever member's access health care services outside the geographic area BCBSF serves, the claim for those services may be processed through BlueCard and presented to BCBSF for payment in conformity with network access rules of the BlueCard Policies then in effect ("Policies"). Under BlueCard, when members receive covered health care services within the geographic area served by an on-site Blue Cross and/or Blue Shield Licensee ("Host Blue"), BCBSF will remain responsible to County for fulfilling BCBSF contract obligations. However, the Host Blue will only be responsible, in accordance with applicable BlueCard Policies, if any, for providing such services as contracting with its participating providers and handling all interaction with its participating providers. The financial terms of BlueCard are described generally below.

B. Liability Calculation Method Per Claim

The calculation of member liability on claims for covered health care services incurred outside the geographic area BCBSF serves and processed through BlueCard will be based on the lower of the provider's billed charges or the negotiated price BCBSF pays the Host Blue.

The calculation of County's liability on claims for covered health care services incurred outside the geographic area BCBSF serves and processed through BlueCard will be based on the negotiated price BCBSF pays the Host Blue.

The methods employed by a Host Blue to determine a negotiated price will vary among Host Blues based on the terms of each Host Blue's provider contracts. The negotiated price paid to a Host Blue by Administrator on a claim for health care services processed through BlueCard may represent:

- (i) the actual price paid on the claim by the Host Blue to the health care provider ("Actual Price"), or
- (ii) an estimated price, determined by the Host Blue in accordance with BlueCard Policies, based on the Actual Price increased or reduced to reflect aggregate payments expected to result from settlements, withholds, any other contingent payment arrangements and non-claims transactions with all of the Host Blue's health care providers or one or more particular providers ("Estimated Price"), or
- (iii) an average price, determined by the Host Blue in accordance with BlueCard Policies, based on a billed charges discount representing

the Host Blue's average savings expected after settlements, withholds, any other contingent payment arrangements and non-claims transactions for all of its providers or for a specified group of providers ("Average Price"). An Average Price may result in greater variation to the member and the Employee from the Actual Price than would an Estimated Price.

Host Blues using either the Estimated Price or Average Price will, in accordance with BlueCard Policies, prospectively increase or reduce the Estimated Price or Average Price to correct for over or underestimation of past prices. However, the amount paid by the member and the County is a final price and will not be affected by such prospective adjustment. In addition, the use of a liability calculation method of Estimated Price or Average Price may result in some portion of the amount paid by the County being held in a variance account by the Host Blue, pending settlement with its participating providers. Because all amounts paid are final, the fund held in a variance account, if any, do not belong to the County and are eventually exhausted by provider settlements and through prospective adjustment to the negotiated prices.

Statutes in a small number of states may require a Host Blue either (1) to use a basis for calculating the member's liability for covered health care services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (2) to add a surcharge. Should any state statutes mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, BCBSF would then calculate member's liability and the County liability for any covered health care services consistent with the applicable state statute in effect at the time the member received those services.

C. Return of Recoveries

Under BlueCard, recoveries from a Host Blue or from participating providers of a Host Blue can arise in several ways, including but not limited to anti-fraud and abuse audits, provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard Policies, which generally require correction on a claim-by-claim or prospective basis.

Unless otherwise agreed to by the Host Blue, Home Licensees may request adjustments from the Host Blue for full provider refunds due to the retroactive cancellation of membership only for one year after the Inter-Licensee financial settlement process date of the original claim. However, recovery of claim payments associated with a retroactive

cancellation may not be possible if the recovery conflicts with the Host Blue's state law, provider contracts or jeopardizes its relationship with its providers.

D. BlueCard Fees and Compensation

County understands and agrees (1) to pay certain fees and compensation to BCBSF which BCBSF is obligated under BlueCard to pay to the Host Blue, to the Blue Cross Blue Shield Association, or to the BlueCard vendors, unless BCBSF's contract obligations to the County require those fees and compensation to be paid only by Administrator and (2) that fees and compensation under BlueCard may be revised from time to time without County's prior approval in accordance with the standard procedures for revising fees and compensation under BlueCard. Some of these fees and compensation are charged each time a claim is processed through BlueCard and include, but are not limited to, access fees, administrative expense allowance fees, Central Financial Agency Fees, and ITS Transaction Fees. Also, some of these claim-based fees, such as the access fee and the administrative expense allowance fee may be passed on to the County as an additional claim liability. All fees are to be fully disclosed on monthly reports.

E. Inconsistencies

To the extent of any inconsistency between the above provision titled "Providers Outside the State of Florida" and other terms or conditions of the Agreement, the above provision controls.

SECTION IV

TERMINATION

4.1 Administration After Termination

The County is solely liable and responsible for all claims incurred under the Group Health Plan by its covered group members and their dependents during the term of this Agreement, including those incurred claims which are not presented to the County or BCBSF during the term of this Agreement. BCBSF will adjudicate all claims incurred during the term of this Agreement. For purposes of this Agreement, the date of an incurred claim is the date the particular service was rendered or the supply was furnished. After the effective date of termination of this Agreement, the County will continue to provide BCBSF with funds to pay claims incurred prior to the termination date and will continue to pay the applicable administrative fees as set forth in Exhibit "B".

4.2 Unilateral Termination

The County may unilaterally terminate this Agreement upon 90 days prior written notice to the other after the initial term of this Agreement. BCBSF may unilaterally terminate this Agreement upon 180 days prior written notice to the County after the initial term of the agreement.

4.3 Termination On Anniversary Date

This Agreement shall automatically terminate as of the date of any anniversary of the effective date of this Agreement, if the County has given at least 30 days prior written notice to BCBSF of its intention not to renew this Agreement as of that anniversary date. BCBSF may terminate this Agreement upon 180 days prior written notice to the County.

4.4 Termination Upon Default

Upon the occurrence of any of the following events, as determined by BCBSF, this Agreement will automatically terminate at the end of the 30th business day following the day upon which the County or BCBSF is notified of any of the events of default set forth hereunder, and then only in the event that the County or BCBSF has not cured the incident of default:

1. The County's failure to provide adequate funds, as set in Exhibit "B", as necessary for the payment of claims pursuant to the Group Health Plan;
2. The County's failure to pay any administrative fees or late penalty as set forth in Exhibit "B" of this Agreement;
3. The County ceases to maintain a Group Health Plan;
4. The County or BCBSF modifies the Group Health Plan without the prior written consent of BCBSF;
5. At any time BCBSF has reasonable grounds for insecurity with respect to the County's financial ability to adequately fund the Group Health Plan, and the County has failed to immediately provide adequate assurances of financial soundness to BCBSF;
6. At any time any judicial or regulatory body determines that this Agreement, or any provision of this Agreement, is invalid or illegal, or that this arrangement constitutes an insurance policy or program which is subject to state and/or federal insurance regulations and/or taxation;
7. At any time the County or BCBSF otherwise materially breaches this Agreement.

4.5 Rights and Responsibilities Upon Termination

In the event of termination of this Agreement, the County will immediately notify each covered group member of the termination date.

Termination of this Agreement for any reason shall not affect the rights or obligations of either party which arise prior to the date of termination.

SECTION V

LEGAL ACTION; INDEMNIFICATION

5.1 Standard of Care

BCBSF and the County shall each use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims in the performance of its duties hereunder.

5.2 Liability; Indemnification

The County agrees to indemnify and hold harmless BCBSF for the County's actions arising out of this Agreement only to the extent as permitted under Section 768.28, Florida Statutes.

BCBSF hereby agrees to indemnify and hold harmless the County, its officers, employees and agents against any and all actions, claims, lawsuits, settlements, judgments, costs, interest, penalties, expenses and taxes, including but not limited to, attorneys fees and court costs, resulting from or arising directly or indirectly out of or in connection with any function of BCBSF under this Agreement.

SECTION VI

MISCELLANEOUS PROVISIONS

6.1 Amendment

Except as otherwise provided for herein, this Agreement may be modified, amended, renewed, or extended only upon mutual agreement, in writing, signed by the duly authorized representatives of the County and BCBSF.

6.2 Subsidiaries and Affiliates

Any of the functions to be performed by BCBSF under this Agreement may be performed by BCBSF or any of its subsidiaries, affiliates, or designees.

6.3 Governing Law

This Agreement is subject to and shall be governed by the laws of the State of Florida, except where those laws are preempted by the laws of the United States.

6.4 Venue

All actions or proceedings instituted by the County or BCBSF hereunder shall be brought in a court of competent jurisdiction in Orange County, Florida.

6.5 Waiver of Breach

Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

6.6 Inconsistencies

If the provisions of this Agreement are in any way inconsistent with the provisions of the Group Health Plan, then the provisions of this Agreement shall prevail and the other provisions shall be deemed modified, but only to the extent necessary to implement the intent of the parties expressed herein.

6.7 Notices

Any notice required to be given pursuant to this Agreement shall be in writing, postage pre-paid, and shall be sent by certified or registered mail, return receipt requested, or by Federal Express or other overnight mail delivery for which evidence of delivery is obtained by the sender, to BCBSF or the County at the addresses indicated on the first page of this Agreement, or such other addresses that the parties may hereafter designate. The notice shall be effective on the date the notice was posted.

6.8 Entire Agreement

This Agreement, including the attachments hereto, contains the entire agreement between BCBSF and the County with respect to the specific subject matter hereof. Any prior agreements, promises, negotiations or representations, either verbal or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are of no force and effect.

6.9 Severability

In the event any provision of this Agreement is deemed to be invalid or unenforceable, all other provisions shall remain in full force and effect.

6.10 Binding Effect of Agreement

The Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, employees, successors, and assigns unless otherwise set forth herein or agreed to by the parties.

6.11 Survival

The rights and obligations of the parties as set forth herein shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein.

6.12 Independent Relationship

Notwithstanding any other provision of this Agreement, in the performance of the obligations of this Agreement, each party is at all times acting and performing as an independent contractor with respect to the other party. It is further expressly agreed that no work, act, commission or omission of either party (or any of its agents or employees) pursuant to the terms and conditions of this Agreement, shall be construed to make or render such party (or any of its agents or employees) an agent, servant, representative, or employee of, or joint venture with, such other party.

6.13 Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, on the date first written above, the parties have caused this Agreement to be executed by their duly authorized representatives.

BLUE CROSS AND BLUE SHIELD
FLORIDA, INC.

Signature

Name (Printed)

Title

Date

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

By: _____
BOB DALLARI, Chairman

Date: _____

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

EXHIBIT "A"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.
and
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
GROUP HEALTH PLAN

The entire Group Health Plan is attached hereto and made a part of this Agreement.

EXHIBIT "B"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.
and
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this Exhibit is January 1, 2010.

II. Monthly Payments.

- A. Each month, BCBSF will notify the County of the amount due to satisfy the previous month's paid claims liability. BCBSF also will provide the County with a detailed printout of the previous month's claims payments. The County agrees to pay the full amount of the bill within ten (10) days of the written notification. If the payment is not received by BCBSF by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, BCBSF will immediately suspend claims until payment is received by BCBSF.
- B. The County agrees to pay to BCBSF, each month during and after the term of this Agreement, an administrative fee, as set forth below. The County agrees to pay to BCBSF, each month, the administrative fee within ten (10) days of the written notification of the amount due. If payment is not received by BCBSF by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below.

III. Funding Information

- A. Method of Funding Transfer: ACH

IV. Administrative Fees:

- A. Administrative fees during the term of the Agreement:

\$38.76 per enrolled employee per month from January 1, 2010 through December 31, 2010
NOT TO EXCEED \$40.10 per enrolled employee per month from January 1, 2011 through December 31, 2011
NOT TO EXCEED \$41.48 per enrolled employee per month from January 1, 2012 through December 31, 2012

The Administrative fees listed above are only applicable if the County's on-site clinic through CareHere is fully functional, as determined by BCBSF. If this criteria is not met, the rates will be as follows:

\$41.76 per enrolled employee per month from January 1, 2010 through December 31, 2010

NOT TO EXCEED \$43.10 per enrolled employee per month from January 1, 2011 through December 31, 2011

NOT TO EXCEED \$44.48 per enrolled employee per month from January 1, 2012 through December 31, 2012

- B. Administrative fees after the termination of the Agreement: 10% of claims paid.

V. Late Payment Penalty

- A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

- A. The administrative fees referenced above are based on an expected enrollment of: 1,457.
- B. If the actual enrollment is materially different from this expected enrollment, BCBSF reserves the right to adjust the administrative fees as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.

EXHIBIT "C"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.
and
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

HIPAA-AS ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT

This addendum ("Addendum") is effective upon execution and amends that Administrative Services Agreement ("Agreement") made as of January 1, 2010 by and among Blue Cross and Blue Shield of Florida, Inc. ("BCBSF"); Seminole County Board of County Commissioners ("County") and Seminole County Board of County Commissioners Health Plan ("GHP").

WHEREAS, County has established and maintains GHP as a self-insured employee welfare benefit plan, as described in GHP's Plan Document (referred to in the Agreement as the Group Health Plan); and

WHEREAS, County and GHP desire to retain BCBSF to provide certain claim processing and administrative services with respect to GHP; and

WHEREAS, County, GHP, and BCBSF agree to modify the Agreement to incorporate the provisions of this Addendum to address applicable requirements of the implementing regulations, codified at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64, for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (collectively, "HIPAA-AS"), so that GHP may meet its compliance obligations under HIPAA-AS, and to include additional provisions that County, GHP, and BCBSF desire to have as part of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, County, GHP, and BCBSF hereby agree as follows:

PART 1—DEFINITIONS

I. DEFINITIONS

All capitalized terms in this Addendum that are not defined by this Addendum will have the meaning ascribed to them by 45 C.F.R. Parts 160-64. The following terms have the following meanings when used in this Addendum:

- A. "Covered Employee" means the person to whom coverage under GHP has been extended by County.

- B. "Covered Person" means the Covered Employee and any other persons to whom coverage has been extended under GHP as specified by GHP's Plan Document.
- C. "Creditable Coverage Certificate" means a certificate disclosing information relating to an individual's creditable coverage under a health care benefit program for purposes of reducing any preexisting condition limitation or exclusion imposed by any group health plan coverage.
- D. "Disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within BCBSF.
- E. "Electronic Protected Health Information" means Protected Health Information that is (1) transmitted by electronic media or (2) maintained in electronic media.
- F. "Protected Health Information" means the Protected Health Information, as that term is defined in 45 C.F.R. § 160.103, that BCBSF creates or receives for, on behalf of, or from GHP (or from a GHP Business Associate) in the performance of BCBSF's duties under the Agreement and this Addendum. For purposes of this Addendum, Protected Health Information encompasses Electronic Protected Health Information.
- G. "Plan Document" means GHP's written documentation that informs Covered Persons of the benefits to which they are entitled from GHP and describes the procedures for (1) establishing and carrying out funding of the benefits to which Covered Persons are entitled under GHP, (2) allocating and delegating responsibility for GHP's operation and administration, and (3) amending the Plan Document. County and GHP represent and warrant that GHP's Plan Document provides for the allocation and delegation of the responsibilities assigned to BCBSF under the Agreement.
- H. "Use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within BCBSF.

PART 2--BCBSF'S RESPONSIBILITIES

II. SERVICES PROVIDED BY BCBSF

During the continuance of the Agreement, BCBSF will perform the services set forth in the Agreement with respect to the benefits offered to Covered Persons by GHP.

III. PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

A. Preservation of Privacy

BCBSF will keep confidential all Protected Health Information that BCBSF creates or receives on GHP's behalf or receives from GHP (or another Business Associate of GHP) in the performance of its duties under the Agreement and this Addendum.

B. Prohibition on Non-Permitted Use or Disclosure

BCBSF will neither use nor disclose Protected Health Information (including any Protected Health Information that BCBSF may receive from a GHP Business Associate) except (1) as permitted or required by this Addendum, (2) as permitted or required in writing by GHP, or (3) as Required by Law.

C. Permitted Uses and Disclosures

BCBSF will be permitted to use or disclose Protected Health Information only as follows:

1. GHP's Payment Activities and Health Care Operations

BCBSF will be permitted to use and disclose Protected Health Information for Payment, Health Care Operations, and Data Aggregation for GHP, including programs administered by BCBSF for GHP that may improve the quality and reduce the cost of care Covered Persons receive. Those programs administered by BCBSF for GHP:

 x include (but are not limited to)

 do not include

a payer-based health record program (*i.e.*, Care Profile).

2. Another Covered Entity's Payment Activities and Health Care Operations

BCBSF will be permitted to disclose Protected Health Information in accordance with 45 C.F.R. § 164.506(c) for the Payment activities of another Covered Entity or Health Care Provider and for the qualifying Health Care Operations of another Covered Entity.

3. Provider's Treatment Activities

BCBSF will be permitted to disclose Protected Health Information in accordance with 45 C.F.R. § 164.506(c) for the Treatment activities of a Health Care Provider.

4. Covered Person Permission

BCBSF will be permitted to use or disclose Protected Health Information in accordance with an authorization or other permission granted by an Individual (or the Individual's Personal Representative) in accordance with 45 C.F.R. § 164.508 or 45 C.F.R. § 164.510, as applicable.

5. **BCBSF's Own Management and Administration**

a. **Protected Health Information Use**

BCBSF will be permitted to use Protected Health Information as necessary for BCBSF's proper management and administration or to carry out BCBSF's legal responsibilities.

b. **Protected Health Information Disclosure**

BCBSF will be permitted to disclose Protected Health Information as necessary for BCBSF's proper management and administration or to carry out BCBSF's legal responsibilities only (i) if the disclosure is Required by Law, or (ii) if before the disclosure, BCBSF obtains from the entity to which the disclosure is to be made reasonable assurance, evidenced by written contract, that the entity will (1) hold Protected Health Information in confidence, (2) use or further disclose Protected Health Information only for the purposes for which BCBSF disclosed it to the entity or as Required by Law; and (3) notify BCBSF of any instance of which the entity becomes aware in which the confidentiality of any Protected Health Information was breached.

6. **De-Identified Health Information**

BCBSF may use Protected Health Information to create De-Identified Health Information in conformance with 45 C.F.R. § 164.514(b). BCBSF may use and disclose De-Identified Health Information for any purpose, including after any termination of the Agreement and this Addendum.

7. **Limited Data Set**

a. **Creation of Limited Data Set.** BCBSF may use Protected Health Information to create a Limited Data Set:

- i. that contains the minimum amount of Protected Health Information reasonably necessary to accomplish the purposes set out in Paragraph b of this Section III.C.6, below; and
- ii. from which have been removed all of the direct identifiers, as specified in 45 C.F.R. § 164.514(e)(2), of the Individuals whose Protected Health Information is included in the Limited Data Set and of the relatives and household members of those Individuals.

b. **BCBSF's Permitted Uses and Disclosures.** BCBSF may use and disclose the Limited Data Set for only Health Care Operations permitted by this Addendum.

c. **Prohibition on Unauthorized Use or Disclosure.**

- i. BCBSF will neither use nor disclose the Limited Data Set for any purpose other than as permitted by Paragraph b of this Section III.C.6, as otherwise permitted in writing by GHP, or as Required by Law.
- ii. BCBSF is not authorized to use or disclose the Limited Data Set in a manner that would violate the Privacy Rule, 45 C.F.R. Part 164, Subpart E, if done by GHP.
- iii. BCBSF will not attempt to identify the information contained in the Limited Data Set or contact any Individual who may be the subject of information contained in the Limited Data Set.

d. **Information Safeguards.** BCBSF will adopt and use appropriate administrative, physical, and technical safeguards to preserve the integrity and confidentiality of the Limited Data Set and to prevent its use or disclosure other than as permitted by this Section III.C.6.

e. **Permitted Subcontractors, and Agents.** BCBSF will require any agent or subcontractor to which it discloses the Limited Data Set, to agree to comply with the same restrictions and conditions that apply to BCBSF's use and disclosure of the Limited Data Set pursuant to this Section III.C.6.

f. **Breach of Privacy Obligations.** BCBSF will report to GHP any use or disclosure of the Limited Data Set that is not permitted by this Section III.C.6 of which BCBSF becomes aware.

D. Minimum Necessary

BCBSF will, in the performance of its functions and activities on GHP's behalf under the Agreement and this Addendum, make reasonable efforts to use, to disclose, or to request of a Covered Entity only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the use, the disclosure, or the request, except that BCBSF will not be obligated to comply with this minimum necessary limitation with respect to:

1. Disclosures to GHP, as distinguished from disclosures to County;
2. Disclosure to or request by a health care provider for Treatment;

3. Use with or disclosure to a Covered Person who is the subject of Protected Health Information, or that Covered Person's Personal Representative;
4. Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an Individual who is the subject of Protected Health Information to be used or disclosed, or by that Individual's Personal Representative, as defined in 45 C.F.R. § 164.502(g);
5. Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section VIII below;
6. Use or disclosure that is Required by Law; or
7. Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).

E. Disclosure to GHP and GHP's Business Associates

Other than disclosures permitted by Section III.C. above, BCBSF will not disclose Protected Health Information to GHP, a GHP Business Associate, or a GHP Vendor, except as directed by GHP in writing.

F. Disclosure to BCBSF's Subcontractors and Agents

BCBSF may disclose Protected Health Information to a subcontractor or agent. BCBSF will require each subcontractor and agent to which BCBSF may disclose Protected Health Information to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security obligations with respect to Protected Health Information as this Addendum applies to BCBSF. BCBSF shall release to County a full list of subcontractors or agents upon request.

G. Disclosure to County

BCBSF will not disclose any Protected Health Information to County, except as permitted by and in accordance with PART 3 below.

H. Reporting Non-Permitted Use or Disclosure and Security Incidents

1. Privacy Breach

BCBSF will report to GHP any use or disclosure of Protected Health Information not permitted by this Addendum or in writing by GHP of which BCBSF becomes aware.

2. Security Incidents

BCBSF will report to GHP any incident of which BCBSF becomes aware that is (a) a successful unauthorized access, use or disclosure of

Electronic Protected Health Information; or (b) a successful major (i) modification or destruction of Electronic Protected Health Information or (ii) interference with system operations in an Information System containing Electronic Protected Health Information. Upon GHP's request, BCBSF will report any incident of which BCBSF becomes aware that is a successful minor (a) modification or destruction of Electronic Protected Health Information or (b) interference with system operations in an Information System containing Electronic Protected Health Information.

I. Duty to Mitigate

BCBSF will mitigate to the extent practicable any harmful effect of which BCBSF is aware that is caused by any use or disclosure of Protected Health Information in violation of this Addendum.

J. Termination of Addendum

GHP will have the right to terminate the Agreement and this Addendum if BCBSF has engaged in a pattern of activity or practice that constitutes a material breach or violation of BCBSF's obligations regarding Protected Health Information under this Addendum and, on notice of such material breach or violation from GHP, fails to take reasonable steps to cure the breach or end the violation. If BCBSF fails to cure the material breach or end the violation within 30 days after receipt of GHP's notice, GHP may terminate the Agreement and this Addendum by providing BCBSF written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination.

K. Disposition of Protected Health Information

1. Return or Destruction Feasible

Upon termination of the Addendum, BCBSF will, if feasible, return to GHP or destroy, all Protected Health Information in BCBSF's custody or control (or in the custody or control of any subcontractor or agent to which BCBSF disclosed Protected Health Information). BCBSF will complete such return or destruction as promptly as practical after termination of the Addendum.

2. Return or Destruction Not Feasible

BCBSF will identify for GHP any Protected Health Information that BCBSF (or any subcontractor or agent to which BCBSF disclosed Protected Health Information) cannot feasibly return to GHP or destroy upon termination of the Addendum and will describe the purposes that make the return to GHP or destruction infeasible. BCBSF will limit its (and, by its written contract pursuant to Section III.F. above, any subcontractor's or agent's) further use or disclosure of Protected Health Information after termination of the Addendum to the purposes that make return to GHP or destruction infeasible and to those uses or disclosures Required by Law.

3. Ongoing Privacy and Security Obligations

BCBSF's obligations to preserve the privacy and safeguard the security of Protected Health Information as specified in this Addendum will survive termination or other conclusion of the Agreement and this Addendum.

IV. ACCESS, AMENDMENT, AND DISCLOSURE ACCOUNTING FOR PROTECTED HEALTH INFORMATION

A. Access

BCBSF will, consistent with 45 C.F.R. § 164.524(b)(2), make available to the Covered Person (or the Covered Person's Personal Representative) for inspection and copying any of the Protected Health Information about the Covered Person that qualifies as part of a Designated Record Set that BCBSF has in its custody or control, and that is not exempted from access by 45 C.F.R. § 164.524(a), so that GHP can meet its access obligations under 45 C.F.R. § 164.524.

B. Amendment

BCBSF will, consistent with 45 C.F.R. § 164.526(b)(2), amend, pursuant to a Covered Person's written request to amend (or a written request to amend by the Covered Person's Personal Representative), any portion of Protected Health Information about the Covered Person that qualifies as part of a Designated Record Set that BCBSF has in its custody or control, so that GHP can meet its amendment obligations under 45 C.F.R. § 164.526.

C. Disclosure Accounting

So that GHP may meet its disclosure accounting obligations under 45 C.F.R. § 164.528, BCBSF will do the following:

1. **Disclosure Tracking Starting April 14, 2003** Starting April 14, 2003, BCBSF will, consistent with 45 C.F.R. § 164.528(b), record each disclosure of Protected Health Information that is not excepted from disclosure accounting under 45 C.F.R. § 164.528(a) that BCBSF makes to GHP or to a third party ("Accountable Disclosures").

2. **Disclosure Tracking Time Periods**

BCBSF will have available for Covered Person the disclosure information for each Accountable Disclosure for at least six (6) years immediately following the date of the Accountable Disclosure (except BCBSF will not be required to have disclosure information for disclosures occurring before April 14, 2003).

3. **Provision of Disclosure Information**

BCBSF will, consistent with 45 C.F.R. § 164.528(c)(1), make available to the Covered Person (or the Covered Person's Personal Representative)

the disclosure information regarding the Covered Person, so that GHP can meet its disclosure accounting obligations under 45 C.F.R. § 164.528.

D. Restriction Requests

GHP will direct a Covered Person to promptly notify BCBSF in the manner designated by BCBSF of any request for restriction on the use or disclosure of Protected Health Information about a Covered Person that may affect BCBSF. Consistent with 45 C.F.R. § 164.522(a), and on behalf of GHP, BCBSF will agree to or deny any such restriction request. BCBSF will not be in breach of the Agreement or this Addendum for failure to comply with a restriction request on the use or disclosure of Protected Health Information about a Covered Person unless GHP or the Covered Person (or the Covered Person's Personal Representative) notifies BCBSF in the manner designated by BCBSF of the terms of the restriction and BCBSF agrees to the restriction request in writing.

E. Confidential Communications

BCBSF will provide a process for a Covered Person to request that BCBSF communicate with the Covered Person about Protected Health Information about the Covered Person by confidential alternative location, and Covered Person to provide BCBSF with the information that BCBSF needs to be able to evaluate that request. Consistent with 45 C.F.R. § 164.522(b) and on behalf of GHP, BCBSF will agree to or deny any confidential communication request. Furthermore, BCBSF will develop policies and procedures consistent with 45 C.F.R. § 164.522(b) to fulfill its obligations under this paragraph.

BCBSF will provide a process for termination of any requirement to communicate with the Covered Person about Protected Health Information about the Covered Person by confidential alternative location.

F. Complaint Process

BCBSF will, consistent with 45 C.F.R. § 164.530(d) and on behalf of GHP, provide a process for Covered Persons (or Covered Person's Personal Representative) to make complaints concerning BCBSF's policies and procedures, which policies and procedures GHP hereby adopts as its own so that GHP can meet its compliance obligations under 45 C.F.R. Part 164.

V. GHP'S PRIVACY PRACTICES NOTICE

A. Preparation of GHP's Privacy Practices Notices

BCBSF will prepare Privacy Practices Notices appropriate for the benefit plans that BCBSF administers for GHP under the Agreement and reflective of the requirements of 45 C.F.R. Part 164 pertaining to use and disclosure of Protected Health Information and Covered Person's rights with respect to Protected Health Information. The Privacy Practices Notices will address whether GHP discloses or authorizes BCBSF to disclose to County enrollment data, Summary Health Information that may include Covered Persons' Individually Identifiable Health Information, or Protected

Health Information for plan administration functions. Unless otherwise agreed upon by the Parties, GHP hereby adopts BCBSF's Privacy Practices Notice attached as **EXHIBIT 1**, and any future revisions thereof, as its own.

B. Distribution of GHP's Privacy Practices Notice

BCBSF will distribute GHP's then effective and appropriate Privacy Practices Notice to each new Covered Employee upon the Covered Employee's enrollment in GHP and to any Covered Employee upon request. BCBSF will distribute any GHP revised Privacy Practices Notice to each Covered Employee then enrolled in GHP, and may distribute any GHP revised Privacy Practices Notice to any other Covered Person over the age of 18 then enrolled in GHP, within sixty (60) days after any material change in GHP's Privacy Practices Notice.

BCBSF will distribute GHP's Privacy Practices Notice to any Covered Person requesting it. Additionally, every three (3) years after April 14, 2003, BCBSF will notify each Covered Employee then enrolled in GHP, and may notify any other Covered Person over the age of 18 then enrolled in GHP, of the availability of GHP's Privacy Practices Notice upon request.

C. BCBSF to Comply with Notices

BCBSF will neither use nor disclose Protected Health Information in any manner inconsistent with the content of GHP's then current Privacy Practices Notice applicable to the benefit plans that BCBSF administers for GHP under the Agreement.

VI. ISSUANCE OF CERTIFICATE OF CREDITABLE COVERAGE

At the written or electronic direction of County or GHP, BCBSF may use and disclose Protected Health Information to issue to each Covered Person, whose coverage under a benefits plan administered pursuant to the Agreement terminates during the term of the Agreement, a Certificate of Creditable Coverage. The Certificate of Creditable Coverage will be based upon the coverage that the Covered Person had under the benefits plan administered pursuant to the Agreement and the information that County or GHP provides to BCBSF regarding the Covered Person's coverage eligibility and coverage termination under that benefits plan.

VII. SAFEGUARDING PROTECTED HEALTH INFORMATION

A. Privacy of Protected Health Information

BCBSF will maintain reasonable and appropriate administrative, physical, and technical safeguards, consistent with 45 C.F.R. § 164.530(c) and any other implementing regulations issued by DHHS that are applicable to BCBSF as GHP's Business Associate, to protect against reasonably anticipated threats or hazards to and to ensure the security and integrity of Protected Health Information, to protect against reasonably anticipated unauthorized use or disclosure of Protected Health Information, and to reasonably safeguard Protected Health Information from any intentional or unintentional use or disclosure in violation of this Addendum.

B. Security of Electronic Protected Health Information

BCBSF will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that BCBSF creates, receives, maintains, or transmits on behalf of GHP consistent with the Security Rule, 45 C.F.R. Part 164, Subpart C.

VIII. INSPECTION OF INTERNAL PRACTICES, BOOKS, AND RECORDS

BCBSF will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to GHP and to DHHS to determine GHP's compliance with 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information."

PART 3—COUNTY'S RESPONSIBILITIES

IX. DATA EXCHANGE BETWEEN COUNTY AND BCBSF

A. Enrollment Data

BCBSF may disclose to County the minimum necessary information regarding whether an individual is a Covered Person participating in GHP or enrolled or disenrolled from coverage under the GHP.

County may electronically exchange data with BCBSF regarding the enrollment and disenrollment of Covered Persons as participants in GHP using the Enrollment and Disenrollment in Health Plan Standard Transaction (ASC X12N 834-Benefit Enrollment and Maintenance) as specified in 45 C.F.R. Part 162, Subpart O.

B. Other Data Exchanges and Notifications

County will exchange with BCBSF all data not otherwise addressed in this Section IX and any notification by using such forms, tape formats, or electronic formats as BCBSF may approve. County will furnish all information reasonably required by BCBSF to effect such data exchanges or notifications.

X. SUMMARY HEALTH INFORMATION

Upon County's written request for the purpose either (A) to obtain premium bids for providing health insurance coverage under GHP, or (B) to modify, amend, or terminate GHP, BCBSF will provide Summary Health Information regarding the Covered Persons participating in GHP to County. Reports will be at a minimum the same reports provided in the RFP or to fully insured customers of similar size. No additional fees or charges shall be applied.

XI. COUNTY'S CERTIFICATION

County hereby makes the certification specified in **EXHIBIT 2** so that County may request and receive the minimum necessary Protected Health Information from BCBSF for those plan administration functions that County will perform for GHP. GHP therefore

authorizes BCBSF to disclose the minimum necessary Protected Health Information to those authorized representatives of County as specified in **EXHIBIT 3** for the plan administration functions that County will perform for GHP as specified in GHP's Plan Document as amended and in **EXHIBIT 3**. BCBSF may rely on County's certification and GHP's authorization that County has provided the requisite certification and will have no obligation to verify (1) that GHP's Plan Document has been amended to comply with the requirements of 45 C.F.R. § 164.504(f)(2), 45 C.F.R. § 164.314(b)(2), or this Section XI, or (2) that County is complying with GHP's Plan Document as amended.

PART 4—MISCELLANEOUS

XII. AUTOMATIC AMENDMENT TO CONFORM TO APPLICABLE LAW

Upon the compliance date of any final regulation or amendment to final regulation with respect to Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS applicable to this Addendum or to the Agreement, this Addendum will automatically amend such that the obligations imposed on County, GHP, and BCBSF remain in compliance with such regulations, unless BCBSF elects to terminate the Agreement by providing County and GHP notice of termination in accordance with the Agreement at least **90** days before the compliance date of such final regulation or amendment to final regulation.

XIII. CONFLICTS

The provisions of this Addendum will override and control any conflicting provision of the Agreement. All nonconflicting provisions of the Agreement will remain in full force and effect.

XIV. ADD GHP AS A PARTY TO AGREEMENT

Notwithstanding Section 3.1 of the Agreement, in order to make clear the respective HIPAA-AS compliance obligations of BCBSF, GHP, and County, as set forth in this Addendum, GHP shall hereby be added as a separate party to the Agreement.

XV. REVISION TO SECTION 3.3

The first sentence of Section 3.3 of the Agreement shall be deleted and replaced as follows: "The BCBSF shall provide claims processing services on behalf of the Group Health Plan."

XVI. REVISION TO SECTION 3.6

In order for GHP to be able to comply with its obligations under the HIPAA-AS Privacy and Security Rules and for County and BCBSF to be able to comply with their obligations hereunder, the terms and conditions of Section 3.6 of the Agreement, and any subsequent amendments made thereto by the parties, shall be made subject to this Addendum.

XVII. REVISION TO SECTION 6.6

Section 6.6 of the Agreement shall be given effect except with respect to the subject matter of this Addendum, in which case Section XIII of this Addendum shall control.

XVIII. COMPLIANCE DATE FOR SECURITY OBLIGATIONS

BCBSF's security obligations as set forth in Sections III.F, III.H.2, and VII.B herein shall take effect the later of (A) the last date set forth in PART 5 below or (B) the compliance deadline of the HIPAA-AS Security Rule (which is, as of the date hereof, April 20, 2005 or April 20 2006 for Small Health Plans).

PART 5—SIGNATURES

BCBSF:

Blue Cross and Blue Shield of Florida, Inc.

By: _____

Title: _____

Date: _____

GROUP HEALTH PLAN:

Seminole County Board of County Commissioners Health Plan

By: _____

Title: _____

Date: _____

COUNTY:

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

EXHIBIT 1—SAMPLE NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Si usted desea una copia de esta notificación en español, por favor comuníquese con un representante de servicio al cliente utilizando el número telefónico indicado en su tarjeta de asegurado.

Health Insurance Portability And Accountability Act- Administrative Simplification (HIPAA-AS)

Notice of Privacy Practices

for your group health plan Sponsored by your County and for which Blue Cross and Blue Shield of Florida, Inc. provides claim administration and other services.

Our Legal Duty

As your health plan, we are required by applicable federal and state laws to maintain the privacy of your protected health information (PHI). This notice describes our privacy practices, our legal duties, and your rights concerning your PHI. We will follow the privacy practices that are described in this notice while it is in effect. This notice took effect **April 14, 2003**, and will remain in effect until a revised notice is issued.

We reserve the right to change our privacy practices and the terms of this notice at any time and to make the terms of our notice effective for all PHI that we maintain.

Before we make a significant change in our privacy practices, we will change this notice and send the new notice to you.

How we can use or disclose PHI without a specific authorization

To You: We must disclose your PHI to you, as described in the Individual Rights section of this notice.

For Treatment: For example: we may disclose PHI in an electronic health record we create from claims information, to a doctor or hospital at their request, in order for them to provide treatment to you. Additionally, we may disclose PHI to a doctor, dentist or a hospital at their request for their treatment purposes.

For Payment: For example: we may use and disclose PHI to pay claims for services provided to you by doctors, dentists or hospitals. We may also disclose your PHI to a health care provider or another health plan so that the provider or plan may obtain payment of a claim or engage in other payment activities.

For Health Care Operations: For example: we may use or disclose PHI to conduct quality assessment and improvement activities, to conduct fraud and abuse

investigations, to engage in care coordination or case management or to communicate with you about health related benefits and services or about treatment alternatives that may be of interest to you. We may also disclose PHI to a health care provider or another health plan subject to federal privacy laws, as long as the provider or plan has or had a relationship with you and the PHI is disclosed only for certain health care operations of that provider or plan. We may also disclose PHI to other entities with which we have contracted to perform or provide certain services on our behalf (i.e. business associates).

For Public Health and Safety: We may use or disclose PHI to the extent necessary to avert a serious and imminent threat to the health or safety of you or others. We may also disclose PHI for public health and government health care oversight activities and to report suspected abuse, neglect or domestic violence to government authorities.

As Required by Law: We may use or disclose PHI when we are required to do so by law.

For Process and Proceedings: We may disclose PHI in response to a court or administrative order, subpoena, discovery request, or other lawful process.

For Law Enforcement: We may disclose PHI to a law enforcement official with regard to crime victims and criminal activities.

Special Government Functions: We may disclose the PHI of military personnel or inmates or other persons in lawful custody under certain circumstances. We may disclose PHI to authorized federal officials for lawful national security activities.

To Plan Sponsors (including Countys who act as Plan Sponsors): We may disclose enrollment and disenrollment information to the Plan Sponsor of your group health plan. We may also disclose certain PHI to the Plan Sponsor to perform plan administration functions. We may disclose summary health information to the Plan Sponsor so that the Plan Sponsor may:

- Obtain premium bids
- Decide whether to amend, modify or terminate your group health plan

For Research, Death, and Organ Donation: We may use or disclose PHI in certain circumstances related to research, death or organ donation.

For Workers Compensation: We may disclose PHI as permitted by workers' compensation and similar laws.

Uses and disclosures of PHI permitted only after authorization is received

Authorization: You may give us written authorization to use your PHI or to disclose it to anyone for any purpose not otherwise permitted or required by law. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

To Family and Friends: While the law permits us in certain circumstances to disclose your PHI to family, friends and others, we will do so only with your authorization. In the event you are unable to authorize such disclosure, but emergency or similar circumstances indicate that disclosure would be in your best interest, we may disclose your PHI to family, friends or others to the extent necessary to help with your health care coverage arrangements.

Individual Rights

To exercise any of these rights, please call the customer service number on your ID card.

Access: With limited exceptions, you have the right to review in person, or obtain copies of your PHI. We may charge you a reasonable fee as allowed by law.

Amendment: With limited exceptions, you have the right to request that we amend your PHI.

Disclosure Accounting: You have the right to request and receive a list of certain disclosures made of your PHI. If you request this list more than once in a 12-month period, we may charge you a reasonable fee as allowed by law to respond to any additional request.

Use/Disclosure Restriction: You have the right to request that we restrict our use or disclosure of your PHI for certain purposes. We are not required to agree to a requested restriction. We will agree to restrict the use or disclosure of your PHI provided the law allows and we determine the restriction does not impact our ability to administer your benefits. Even when we agree to a restriction request, we may still disclose your PHI in a medical emergency, and use or disclose your PHI for public health and safety and other similar public benefit purposes permitted or required by law.

Confidential Communication: You have the right to request that we communicate with you in confidence about your PHI at an alternative address. When you call the customer service number on your ID card to request confidential communications at an alternative address, please ask for a PHI address.

NOTE: If you choose to have confidential communications sent to you at a PHI address, we will only respond to inquiries from you. If you receive services from any health care providers, you are responsible for notifying those providers directly if you would like a PHI address from them.

Privacy Notice: You have the right to request and receive a copy of this notice at any time. For more information or if you have questions about this notice, please contact us using the information listed at the end of this notice.

Organizations Covered by this Notice

This Notice applies to the privacy practices of the organizations listed below:

Your group health plan Sponsored by your County and for which Blue Cross and Blue Shield of Florida, Inc. or Health Options, Inc. provides claim administration and other services.

Complaints

If you are concerned that we may have violated your privacy rights, you may complain to us using the contact information listed at the end of this notice. You may also submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address for the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your PHI. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Contact Office: BCBSF Corporate Compliance Office, administrative service provider for your group health plan.

Telephone: 888-574-2583

Address: P.O. Box 44283, Jacksonville, FL 32203-4283

Blue Cross and Blue Shield of Florida, Inc. and its subsidiary, Health Options, Inc., are Independent Licensees of the Blue Cross and Blue Shield Association.

EXHIBIT 2—COUNTY’S CERTIFICATION

PART 1 – County to Amend Plan Documents for Privacy provisions

County certifies that County has amended GHP’s Plan Document to incorporate the provisions required by 45 C.F.R. § 164.504(f)(2), as set forth below, and agrees to comply with GHP’s Plan Document as amended.

1. Neither use nor further disclose Protected Health Information, except as permitted or required by GHP’s Plan Document or as required by law.
2. Neither use nor disclose Protected Health Information for any employment-related action or decision, or in connection with any other benefit or employee benefit plan of County.
3. Ensure adequate separation between County and GHP by (a) describing those employees or classes of employees or other persons under County’s control who will be given access to Protected Health Information to perform plan administration functions for GHP, (b) restricting the access to and use of Protected Health Information by such employees or other persons to the plan administration functions that County will perform for GHP, and (c) instituting an effective mechanism for resolving any noncompliance with GHP’s Plan Document by such employees or other persons.
4. Ensure that any subcontractor or agent to which County provides Protected Health Information agrees to the restrictions and conditions of GHP’s Plan Document with respect to Protected Health Information.
5. Report to GHP any use or disclosure of Protected Health Information of which County becomes aware that is inconsistent with the uses and disclosures allowed by GHP’s Plan Document.
6. Make Protected Health Information available to GHP or, at GHP’s direction, to the Covered Person who is the subject of Protected Health Information (or the Covered Person’s Personal Representative) so that GHP can meet its access obligations under 45 C.F.R. § 164.524.
7. Make Protected Health Information available to GHP for amendment and, on notice from GHP, amend Protected Health Information, so that GHP can meet its amendment obligations under 45 C.F.R. § 164.526.
8. Record Disclosure Information as defined above for each disclosure that County makes of Protected Health Information that is not excepted from disclosure accounting and provide that Disclosure Information to GHP on request so that GHP can meet its disclosure accounting obligations under 45 C.F.R. § 164.528.
9. Make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to GHP and to DHHS to determine

GHP's compliance with 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information."

10. Return to GHP or destroy if feasible all Protected Health Information in whatever form or medium that County (and any subcontractor or agent of County) received from GHP or BCBSF, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any present or past Covered Person who is the subject of Protected Health Information, when County no longer needs Protected Health Information for the plan administration functions for which the County received Protected Health Information. County will limit the use or disclosure of any of Protected Health Information that County (or any subcontractor or agent of County) cannot feasibly return to GHP or destroy to the purposes that make its return to GHP or destruction infeasible.

PART 2 - County to Amend Plan Documents for Security provisions

County further certifies that County has amended GHP's Plan Document to incorporate the provisions required by 45 C.F.R. § 164.314(b)(2), as set forth below, and agrees to comply with GHP's Plan Document as amended.

1. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that County creates, receives, maintains or transmits on GHP's behalf.
2. Ensure that the adequate separation between County and GHP required by 45 C.F.R. § 164.504(f)(2)(iii) (as described in item 3 above) is supported by reasonable and appropriate Security Measures.
3. Ensure that any subcontractor or agent to which County provides Electronic Protected Health Information agrees to implement reasonable and appropriate Security Measures to protect the Electronic Protected Health Information.
4. Report to GHP any incident of which County becomes aware that is (a) a successful unauthorized access, use or disclosure of Electronic Protected Health Information; or (b) a successful major (i) modification or destruction of Electronic Protected Health Information or (ii) interference with system operations in an Information System containing Electronic Protected Health Information. Upon GHP's request, County will report any incident of which County becomes aware that is a successful minor (a) modification or destruction of Electronic Protected Health Information or (b) interference with system operations in an Information System containing Electronic Protected Health Information.

EXHIBIT 3— DISCLOSURE OF PROTECTED HEALTH INFORMATION FOR PLAN ADMINISTRATION

Group Health Plan (“GHP”) must promptly notify BCBSF in writing if any of the information contained in EXHIBIT 3 changes.

PART 1

Name(s) and Title(s) of County representatives (i.e. employees of County) authorized to request and receive the minimum necessary Protected Health Information from BCBSF:

Frank Raymond, Director
Greg Foppiani, Risk Manager
Meloney Lung, Manager
Wendy Garrett, Benefits Coordintaor

for the performance of the following plan administration functions for GHP unless otherwise indicated by GHP:

- Actuarial and statistical analysis
- Claims/membership inquiries
- Procurement of reinsurance or stop loss coverage
- Quality assessment and improvement activities
- Performance monitoring
- Other health care operations
- Payment activities

PART 2

Identify the name(s), title(s) and company name(s) of any individual(s) from organizations other than County or Group Health Plan (“GHP”) (examples of such “GHP Vendor” types of services include, but are not limited to, stop-loss carriers; reinsurers; agents, s or consultants; or external auditors) that County or GHP hereby authorizes to request and receive the minimum necessary Protected Health Information to perform plan administration functions and/or assist with the procurement of reinsurance or stop-loss coverage:

Company Name	Type of Service Performed (Example: stop-loss carrier, reinsurer, agent, broker)	Name of Individual Performing Service	Title of Individual Performing Service
Crown Consulting	Stop Loss Broker	Mackie Branham	President
Crown Consulting	Stop Loss Broker	Roxane Kimble	Analyst
Symetra	Stop-Loss Carrier	Murphy Head	Regional Sales Director
Allied Group Insurance	Consultant	Andria Herr	President

EXHIBIT "D"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.
and
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIDENTIALITY AND INDEMNITY AGREEMENT

This Agreement, effective January 1, 2010 is entered into between Blue Cross and Blue Shield of Florida, Inc. (hereinafter "Administrator"), and Seminole County Board of County Commissioners (hereinafter "County"), Symetra (hereinafter "Stop Loss Carrier"), Allied Group Insurance (hereinafter "Consultant") and CareHere (hereinafter "Clinic Vendor").

WHEREAS, County has established and maintains a self-insured Employee Welfare Benefit Plan pursuant to the Employee Retirement Income Security Act of 1974 to provide certain benefits as its Group Health Plan (hereinafter "Plan") for covered group members and their covered dependents; and

WHEREAS, Administrator and County have entered into an agreement for the administration of the Group Health Plan (hereinafter "Administrative Services Agreement"); and

WHEREAS, County has directed Administrator to provide Stop Loss Carrier, Consultant and/or Clinic Vendor access to certain Confidential Information (hereinafter defined) for cases which meet the criteria set forth in attached Exhibit 1, which County has determined is necessary for Stop Loss Carrier, Consultant and/or Clinic Vendor to perform the certain services for the County; and

WHEREAS, Administrator desires to safeguard the confidentiality of the medical claims and other information acquired with regard to the covered group members and their covered dependents and to safeguard information regarding Administrator's policies and procedures which are regarded as confidential and proprietary; and

WHEREAS, County, Stop Loss Carrier, Consultant and Clinic Vendor recognize the legitimate interests of Administrator and the individuals whose health benefits are administered by Administrator in the proprietary, confidential, and private nature of such Confidential Information, and Administrator is willing to provide the Confidential Information only if its use is restricted to the purpose for which it is released and its confidentiality is maintained;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Notwithstanding any other provision of this Agreement, the parties recognize and agree that the provisions of Chapter 119, Florida Statutes, are binding and take precedence.
2. In the event the County is required to defend its actions in refusing to disclose information, BCBSF declares to be proprietary and/or confidential pursuant to this Agreement. BCBSF agrees to indemnify and hold harmless the County for all costs, defense and damages that may be awarded or a result of such refusal to disclose.
3. For the purposes of this Agreement, "Confidential Information" means the information listed below in this Paragraph 1, any information that Stop Loss Carrier, Consultant and/or Clinic Vendor learns or becomes aware of, directly or indirectly, through the disclosure of Confidential Information, and any and all summaries, distillations, excerpts, work product or other documents utilizing or incorporating same, whether in whole or in part.
 - Medical claim record information concerning individuals covered under the Plan,
 - Administrator's provider contract information, e.g., allowances, fee schedules, etc., and
 - any other information designated in writing by Administrator as confidential, trade secret, or proprietary.
4. Stop Loss Carrier, Consultant and/or Clinic Vendor shall only request, use and disclose the minimum amount of Confidential Information necessary for Stop Loss Carrier, Consultant and/or Clinic Vendor to perform the services for County.
5. Confidential Information shall not include information that (i) is already known to Stop Loss Carrier, Consultant and/or Clinic Vendor on effective date of this Agreement; (ii) is or becomes known to the general public other than as a direct or indirect result of any act or omission of County, Stop Loss Carrier, Consultant, Clinic Vendor, or the affiliates, officers, directors, partners, employees, or (collectively, the "Related Parties") of County, Stop Loss Carrier, Consultant or Clinic Vendor (iii) is lawfully received by Stop Loss Carrier, Consultant and/or Clinic Vendor from a third party that Stop Loss Carrier, Consultant and/or Clinic Vendor has verified is free to disclose the information without restriction on disclosure; or (iv) is independently developed by Stop Loss Carrier, Consultant and/or Clinic Vendor without use of Confidential Information.
6. Subject to applicable laws, Administrator will release to Stop Loss Carrier, Consultant and/or Clinic Vendor certain Confidential Information for purposes of: 1) monitoring designated cases for which reinsurance coverage may be available to County; and/or 2) auditing claims payments made by Administrator; provided that County is in compliance with all other terms and conditions of this Agreement and the Administrative Services Agreement, and Stop Loss Carrier, Consultant and

Clinic Vendor are in compliance with all other terms and conditions of this Agreement.

7. Stop Loss Carrier, Consultant and Clinic Vendor each acknowledge that Administrator will provide Confidential Information to Stop Loss Carrier, Consultant and/or Clinic Vendor in confidence and solely for Stop Loss Carrier's, Consultant and/or Clinic Vendor's use in performing the services for County. Accordingly, Stop Loss Carrier, Consultant and Clinic Vendor each agree (i) to protect any and all Confidential Information Stop Loss Carrier, Consultant or Clinic Vendor receives from unauthorized access, use and disclosure; (ii) not to use the Confidential Information for any purpose other than performing the services for County; (iii) not to record, copy, or reproduce any Confidential Information in any form, except to the extent necessary to perform the services for County; (iv) not to disclose the Confidential Information to, or otherwise permit to access the Confidential Information, any third party, including without limitation Stop Loss Carrier's, Consultant's or Clinic Vendor's Related Parties, except as expressly provided herein or with Administrator's prior written consent; (v) to limit access to and use of the Confidential Information to those of Stop Loss Carrier's, Consultant's or Clinic Vendor's employees who have a need to know such information for the purpose of performing the services and have acknowledged, in a writing which will be made available to Administrator upon request, their individual agreement to the terms hereof; and (vi) to take any and all other steps necessary to safeguard Confidential Information against unauthorized access, use, and disclosure to at least the extent Stop Loss Carrier, Consultant or Clinic Vendor maintains the confidentiality of its most proprietary and confidential information.
8. Stop Loss Carrier, Consultant and/or Clinic Vendor shall ensure that its contractors and vendors to whom it discloses Confidential Information agree to abide by those provisions within this Agreement that govern the use, disclosure, and protection of all Confidential Information obtained from Administrator. This provision shall not be construed to permit any delegation or assignment of Stop Loss Carrier's, Consultant's or Clinic Vendor's obligations otherwise prohibited by this Agreement.
9. Stop Loss Carrier, Consultant and/or Clinic Vendor shall promptly report in writing to Administrator any use or disclosure of Confidential Information not provided for under this Agreement, of which Stop Loss Carrier, Consultant and/or Clinic Vendor becomes aware, but in no event later than within five business days of first learning of any such use or disclosure. Stop Loss Carrier, Consultant and/or Clinic Vendor shall mitigate, to the extent practicable, any harmful effect that is known to Stop Loss Carrier, Consultant and/or Clinic Vendor of a use or disclosure of Confidential Information by Stop Loss Carrier, Consultant and/or Clinic Vendor in violation of this Agreement.
10. Stop Loss Carrier, Consultant and/or Clinic Vendor may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation; provided, however, that (i) Stop Loss Carrier, Consultant and/or Clinic Vendor will provide Administrator with immediate written notice of any

request that Stop Loss Carrier, Consultant and/or Clinic Vendor disclose Confidential Information, so that Administrator may object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Stop Loss Carrier, Consultant and/or Clinic Vendor shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Stop Loss Carrier, Consultant and/or Clinic Vendor disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

11. By disclosing Confidential Information to Stop Loss Carrier, Consultant and/or Clinic Vendor under this Agreement (including but not limited to information incorporated in computer software or held in electronic storage media), Administrator grants Stop Loss Carrier, Consultant and/or Clinic Vendor no ownership right or interest in the Confidential Information. When Stop Loss Carrier, Consultant and/or Clinic Vendor no longer needs Confidential Information for the purpose for which it was disclosed but no later than the expiration or termination of this Agreement, Stop Loss Carrier, Consultant and/or Clinic Vendor shall collect and return to Administrator or destroy all Confidential Information received from or on behalf of Administrator that Stop Loss Carrier, Consultant and/or Clinic Vendor has in its control or custody in any form and shall retain no copies of such information. Stop Loss Carrier, Consultant and/or Clinic Vendor shall complete these obligations as promptly as possible. Upon request, an authorized officer of Stop Loss Carrier, Consultant and/or Clinic Vendor shall certify on oath to Administrator that all Confidential Information has been returned or destroyed and deliver such certification to Administrator within ten (10) business days of its request. If return or destruction of any Confidential Information is not feasible, Stop Loss Carrier, Consultant and/or Clinic Vendor shall limit further uses and disclosures of such Confidential Information to those purposes making return or destruction infeasible and continue to apply the protections of this Agreement to such Confidential Information for so long as Stop Loss Carrier, Consultant and/or Clinic Vendor retains such Confidential Information. Stop Loss Carrier, Consultant and/or Clinic Vendor may, subject to its continued adherence to its obligations of confidentiality as defined in this Agreement, retain one copy of documents containing Confidential Information to defend its work product and to comply with applicable insurance record-keeping laws and regulations.
12. In the event that Stop Loss Carrier, Consultant and/or Clinic Vendor performs any of the services on Administrator's premises, Stop Loss Carrier, Consultant and/or Clinic Vendor agree not to remove from Administrator's premises any Confidential Information that is provided to or obtained by the Stop Loss Carrier, Consultant and/or Clinic Vendor on such premises, without the prior written consent of Administrator.
13. In any report or transmittal to County by Stop Loss Carrier, Consultant and/or Clinic Vendor that contains or pertains to oral or written Confidential Information, no medical information or dates of service will be identifiably attributed to any particular employee, dependent, or provider. Furthermore, any such report or

transmittal shall not contain any information designated by Administrator as confidential, trade secret, or proprietary.

14. As the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA-AS) and certain of its implementing regulations (HIPAA-AS Regulations) are now effective, County, Stop Loss Carrier, Consultant and Clinic Vendor agree to institute any additional procedures and/or agreements required to ensure the parties' compliance with that law and those regulations. County represents and warrants that County (i) has amended each Plan's plan document to permit County to perform plan administration for the Plans (including the activity(ies) described in the recital clauses above) in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) of the HIPAA-AS Regulations ("HIPAA Amendment"); (ii) has delivered to each Plan and Administrator a written statement, certifying its amendment of the Plan's plan document as required by the HIPAA-AS Regulations and its agreement to comply with that amendment; and (iii) has obtained each Plan's permission to receive individually identifiable health information from Administrator for the purposes and subject to the restrictions and protections described in the HIPAA Amendment. Stop Loss Carrier, Consultant and Clinic Vendor each agree to be bound, and to cause any or subcontractor to be bound, by the same restrictions and protections agreed to by County in the HIPAA Amendment with respect to any individually identifiable health information encompassed within the Confidential Information Stop Loss Carrier, Consultant and/or Clinic Vendor receives.
15. No health insurance records or information, or claims information, shall be disclosed without the prior written authorization of the individual whose records or information would be disclosed; provided, however, that Stop Loss Carrier, Consultant and Clinic Vendor may release information provided pursuant to this Agreement to subsidiaries of Stop Loss Carrier, Consultant and Clinic Vendor so long as any and all such subsidiaries agree to abide by all terms and conditions of this Agreement.
16. County, Stop Loss Carrier, Consultant and Clinic Vendor shall comply with all applicable federal, state or local laws, rules, or regulations or any other order of any authorized court, agency, or regulatory commission, and all applicable professional standards and practices, concerning the handling and/or safekeeping of information and/or other records of the nature disclosed by Administrator hereunder and shall use such information only for proper and lawful purposes.
17. County, Stop Loss Carrier, Consultant and Clinic Vendor shall comply with all state and federal laws regulating the disclosure of patient records or private and medically sensitive information released pursuant to this Agreement, including without limitation, alcohol and drug abuse patient records, information relating to treatment of alcohol or drug dependency, HIV testing results, and psychological or psychiatric evaluation.
18. Only to the extent as may be permitted under Section 768.28, Florida Statutes, the County agrees to indemnify, defend, and hold Administrator and each of its

officers, directors, employees, and other representatives (collectively, "Administrator's Related Parties") harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or relating to the disclosure of Confidential Information to County, Stop Loss Carrier, Consultant or Clinic Vendor, including without limitation any Liability incurred as a result of any actual or alleged breach by County, Stop Loss Carrier, Consultant, Clinic Vendor or any Related Parties of County, Stop Loss Carrier, Consultant or Clinic Vendor of any applicable law, regulation, or other legal mandate or any provision of this Agreement.

19. Stop Loss Carrier agrees to indemnify, defend, and hold Administrator and Administrator's Related Parties harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or in connection with any actual or alleged breach by Stop Loss Carrier or any of Stop Loss Carrier's Related Parties of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
20. Consultant agrees to indemnify, defend, and hold Administrator and Administrator's Related Parties harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or in connection with any actual breach by Consultant or any of Consultant's Related Parties of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
21. Administrator shall have the option to either provide its own legal counsel or arrange for outside counsel for the defense of such matters referenced above, and the costs of either shall be borne by the indemnifying party in the event of indemnification.
22. County, Stop Loss Carrier, Consultant and Clinic Vendor acknowledge and agree that Administrator operates in a highly regulated and competitive environment and that the unauthorized use or disclosure of Confidential Information will cause irreparable harm and significant injury to Administrator, which will be difficult to measure with certainty or to compensate through money damages. Accordingly, Administrator shall be entitled to seek injunctive or other equitable relief, without bond, and/or specific performance as a remedy for any breach of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

23. It is understood and agreed that no failure or delay by Administrator in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
24. Upon occurrence of any of the following, this Agreement shall terminate without notice, unless notice is specifically required:
 - a. Termination of the Administrative Services Agreement.
 - b. If Administrator determines at its own discretion that the Confidential Information released pursuant to this Agreement is not being adequately protected by either County, Stop Loss Carrier, Consultant or Clinic Vendor for confidentiality purposes.
 - c. Upon fifteen (15) days notice to County, Stop Loss Carrier, Consultant or Clinic Vendor, as appropriate. Such notice shall be given without need for cause.
 - d. Upon any attempt by County, Stop Loss Carrier, Consultant or Clinic Vendor (which attempts shall be null and void) to assign this Agreement or the right to receive information, without the prior express consent of Administrator or upon any attempt by the Administrator to assign this Agreement without the express consent of the County.
 - e. Upon enactment of or the effective date of, whichever first occurs, any applicable state or federal law or any rule or regulation of any agency having applicable jurisdiction, which law, rule or regulation shall prohibit (in part or in full) Administrator from fulfilling its obligations hereunder. No penalty, liability or damage shall be applicable or claimed by County, Stop Loss Carrier, Consultant or Clinic Vendor against Administrator in such event.
25. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties and neither party shall have the right to bind the other to any contracts, agreements, or other obligations without the express, written consent of an authorized representative of the other.
26. This Agreement shall be governed and construed by the laws of the State of Florida (irrespective of its choice of law principles). It constitutes the entire Agreement between the parties in reference to all matters expressed in the Agreement. All previous discussions, promises, representations, and understandings between the parties pertaining thereto, if any, being merged herein.
27. This Agreement may not be assigned, nor any obligations delegated, by County, Stop Loss Carrier, Consultant and/or Clinic Vendor, without the prior written consent of Administrator, and any such non-permitted assignment or delegation shall be void.

28. In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Florida Legislature or by any regulation duly promulgated by the officers of the United States or the State of Florida acting in accordance with law, or if declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
29. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
30. The obligation of County, Stop Loss Carrier, Consultant and/or Clinic Vendor to protect the privacy of Confidential Information as specified in this Agreement shall be continuous and survive the expiration or termination of this Agreement except insofar as such obligations are in violation of Chapter 119, Florida Statutes. In addition, the rights and obligations of the parties set forth in Sections 9, 11, 16 - 22 and of this paragraph 30 of this Agreement shall survive its expiration or termination.
31. This Agreement may be amended by mutual agreement of the parties, but no such amendment shall become effective until it is reduced to writing and signed by duly authorized representatives of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as set forth below.

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

ADMINISTRATOR

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC.

By: _____

Title: _____

Date: _____

STOP LOSS CARRIER

SYMETRA

By: _____

Title: _____

Date: _____

CONSULTANT

AGIS Florida Agency LLC

By: _____

Title: _____

Date: _____

EXHIBIT 1

Administrator shall release confidential information to Stop Loss Carrier and Consultant for cases which meet the following criteria:

SYMETRA

FINANCIAL

Symetra Life Insurance Company
777-108th Avenue NE, Suite 1200
Bellevue, WA 98004-5135

FOR OFFICE USE ONLY

Policy #: _____

IMPACT Case #: _____

SIC Code: _____

Revision ☐ Correction ☐ Eff. Date: _____

PRELIMINARY EXCESS LOSS INSURANCE APPLICATION

A. Applicant

Legal Name of Applicant: Seminole County BOCC

Business Address: 205 W County Home Road Sanford FL 32773
Street City State Zip

Applicant is a: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Union
☒ Other: _____

Applicant Mailing Address (if different than Business Address): _____
City: _____ State: _____ Zip: _____

Business Contact: Meloney Lung Title: Manager
Phone: 407-665-5256 Fax: 407-665-5255 Email: mlung@seminolecountyfl.gov

Premiums Paid by: Policyholder Are premium statements needed? ☒ Yes ☐ No

Associated Companies (List if Associated Companies are to be covered. Attach a separate sheet if necessary.)

Legal Name	# of employees	Effective Date	Termination Date
Seminole County Tax Collector	72	1/1/2010	
Seminole County Supervisor of Elections	18	1/1/2010	
Seminole County Port Authority	2	1/1/2010	
Seminole County BOCC	1,365	1/1/2010	

B. Effective Date of Coverage: 1/1/2010 Policy Period: from 1/1/2010 to 12/31/2010
(No insurance is effective unless and until approved)

Enrollment at the beginning of the Policy Period:

Employee: 806 Employee/Spouse: 223 Employee/Child: 194 Family: 234

Retirees covered under Stop Loss: ☒ Yes ☐ No

C. Claims Administrator (TPA/ASO)

1. TPA Name: BCBSFL Number: 407-833-7703
2. Contact Name: Andy Carroll
Street Address: 610 Crescent Executive Court Suite 600
City: Lake Mary State: FL Zip: 32746
Phone: 407-833-7703 Fax: 407-833-7711 Email: andy.carroll@bcbsfl.com

D. Individual Excess Loss Insurance☒ Yes ☐ No

1. Individual Deductible: (Select one)

\$200,000 per Covered Unit (one deductible for the employee and all covered dependent)2. Excess Loss Alternate Reimbursement Endorsement applicable? ☐ Yes ☒ No

3. Eligible Covered Expenses (define by plan, if applicable)

☐ Medical excluding all Prescription Drugs☒ Medical including Prescription Drugs defined as the following:☒ Rx Card and Mail Order ☐ Rx Card ☐ Rx Mail Order☐ Rx as part of Medical Plan subject to a Deductible and Coinsurance☐ Other Rx Plan _____☐ Other Covered Expenses _____

4. Reimbursement Percentage: (Select one) Type A

a. 100 % of Covered Expenses in excess of the Individual Deductible5. Individual Lifetime Reimbursement Maximum \$5,000,000 per Covered Unit

6. Premium Rates

Lives

Rates

Covered UnitsSingle1,457\$37.37

7. Reimbursement Option:

Covered expenses incurred on or after the Effective Date of Coverage and paid during the Policy Period with:

Run-in Period of 0 monthsRun-in Limit n/aRun-out Period of 3 monthsRun-out Limit Unlimited

8. Individual excess Loss Terminal Provision

☐ Yes ☒ No

Terminal Run-out Period: _____ months

9. Individual Excess Loss Advantage Provision

☐ Yes ☒ No

Individual Advantage Deductible \$ _____

10. Individual Advantage Deductible applies toward the Aggregate Attachment Point? ☐ Yes ☒ No11. Individual Excess Loss Transplant Provision ☐ Yes ☒ No12. Individual Excess Loss Advance Funding Endorsement included: ☐ Yes ☒ No

E. Aggregate Excess Loss Insurance ☒ Yes ☐ No

1. Eligible Covered Expenses (define by plan, if applicable)

☐ Medical excluding all Prescription Drugs

☒ Medical including Prescription Drugs defined as the following:

☒ Rx Card and Mail Order ☐ Rx Card ☐ Rx Mail Order

☐ Rx as part of Medical Plan subject to a Deductible and Coinsurance

☐ Other Rx Plan _____

☐ Short Term Disability

☐ Dental

☐ Vision

☐ Other Covered Expenses _____

2. Aggregate Attachment Point will be set by Symetra Financial.

3. Reimbursement Percentage: (Select one) Type A

a. 100 % of Covered Expenses in excess of the Aggregate Attachment Point

4. Aggregate Reimbursement Maximum \$ 5,000,000 per Policy Period

5. Monthly Aggregate Accommodation Provision applicable? ☐ Yes ☒ No

Monthly Aggregate Accommodation premium \$ _____

Paid: ☐ annually in advance ☐ per employee per month ☐ monthly

6. Reimbursement Option:

Covered expenses incurred on or after the Effective Date of Coverage and paid during the Policy Period with:

Run-in Period of 0 months

Run-in Limit N/A

Run-out Period of 3 months

Run-out Limit N/A

7. Minimum Aggregate Attachment Point:

a. 95 % of the first Monthly Aggregate Attachment Point x 12 ; or

b. \$ _____

8. Monthly Aggregate Attachment Factors

Covered Units	Lives	Factor				
Single	<u>1,457</u>	<u>\$886.49</u>				

9. Aggregate Excess Loss Terminal Provision ☐ Yes ☒ No

a. Terminal Run-out Period: _____ months

b. Terminal Factors

Covered Units	Lives	Factor				

10. Aggregate Excess Loss premium \$ 4.80 (Do NOT include Monthly Agg Accommodation premium)

Paid: ☐ annually in advance ☒ per employee per month ☐ monthly

F. Medical Conversion Privilege ☐ Yes ☒ No

a. \$ _____ per conversion

b. \$ _____ monthly rate per employee

Any person who knowingly, with intent to defraud any insurance company or other person, files an application of insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Deposit of \$ 61,441.69 is enclosed to apply to the first premium payment under the Policy, if issued.

Signed at: _____ Date: _____

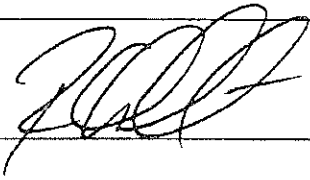
Legal Name of Applicant:

Seminole County BOCC

205 W County Home Rd

Sanford, FL 32773

Applicant's Signature _____



Agency Name: The Crowne Group / Symetra

Agent's Signature _____

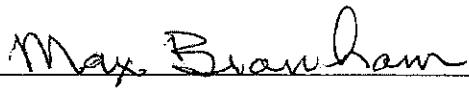


Exhibit A

Symetra Preliminary Excess Loss Insurance Application

Seminole County BOCC

D. Individual Excess Loss Insurance

5. Individual Lifetime Reimbursement Maximum \$5,000,000 per covered unit.

Individual Lifetime Reimbursement remains \$5,000,000 per covered unit. BCBS benefit slicks can be amended to match lifetime limit.

7. Reimbursement Option: Covered expenses incurred on or after the Effective Date and paid during the Policy Period with: Run-out Period of 3 months and Run-out Limit of Unlimited

The County should renewal on a 24/12 contract to eliminate any potential gap in coverage caused by claims incurred in the plan year 2010 and not paid by 3-31-2011.

11. Individual Excess Loss Transplant Provision – No

This transplant provision is not necessary to purchase under BCBS networks.

E. Aggregate Excess Loss Insurance – Yes

6. Reimbursement Option: See number 7 above. Same provisions apply.

F. Medical Conversion Privilege – No

Medical Conversion Privilege is covered by BCBS and is inclusive of their ASO fee.

This Exhibit accompanies the Symetra Preliminary Excess Loss Insurance Application with an effective date of January 1, 2010.

SYMETRASM

FINANCIAL

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

EXCESS LOSS INSURANCE POLICY

POLICY SPECIFICATIONS

Policyholder: Bank of Newport, Trustee

Policy Number: GT-EXL

Policy Effective Date: May 15, 2002

Premium Due Date: Premium is due on the Policy Effective Date and the first of each month beginning with June 1, 2002.


Policy Anniversary: January 1st of each year beginning in 2003.

Governing Jurisdiction: This Policy is delivered in and governed by the laws of the state of Rhode Island.

This Policy has been issued in consideration of the signed Participation Agreement and payment of premium. This Policy renews on each Policy Anniversary.

Symetra Life Insurance Company issues this Policy and agrees to pay the benefits of this Policy subject to its terms and conditions.

Symetra Life Insurance Company has, by its President and Secretary, executed this Policy as of the Policy Effective Date and caused it to be duly countersigned at Bellevue, Washington.



George Pagos, Secretary



Randall H. Talbot, President

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SYMETRASM

FINANCIAL

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

EXCESS LOSS SCHEDULE OF BENEFITS

[

A. Participating Employer:

Policy Number:

Effective Date of Coverage:

Participating Employer Anniversary Date:

Premium Due Date: Premium is due on the Effective Date of Coverage and the first of each month beginning with [Month, Day, Year].

Enrollment (at the beginning of the Policy Period):

[Employee/Single/Composite] _____

[Dependent/Family/Tiered] _____

[Tiered] _____

[Tiered] _____

B. This Schedule of Benefits applies to the Policy Period: from _____ to _____

Revised date: _____ Effective date: _____

C. Individual Excess Loss Insurance ☐ Yes ☐ No

1. Individual Deductible [per Covered Unit/Covered Family Unit] \$ _____

2. Alternate Individual Deductibles applicable?

☐ Yes (See Excess Loss Alternate Reimbursement Endorsement) ☐ No

3. Covered Expenses

☐ Medical excluding all Prescription Drugs

☐ Medical including Prescription Drugs defined as **ONE** of the following:

☐ Rx Card and Mail Order ☐ Rx Card Only ☐ Rx Mail Order Only **OR**

☐ Rx as part of Medical Plan subject to a Deductible and Coinsurance

☐ Other _____

4. Symetra's Reimbursement Percentage

(Only one of these options will appear on the Schedule for a given Policy Period.)

_____ % of Covered Expenses in excess of the Individual Deductible.

_____ % of the first \$ _____ of Covered Expenses in excess of the Individual Deductible; and
_____ % thereafter.

_____ % of Covered Expenses in excess of the Individual Deductible that are incurred at the
Participating Employer medical facility or any affiliated or subsidiary medical facilities of the
Participating Employer; and _____ % of all other expenses in excess of the Individual Deductible.

_____ % of Covered Expenses that are incurred at the Participating Employer medical facility or any
affiliated or subsidiary medical facilities of the Participating Employer; and _____ % of all other
Covered Expenses will apply toward the Individual Deductible.

5. Individual Lifetime Reimbursement Maximum:

\$ _____ [per Covered Unit/Covered Family Unit]

EXCESS LOSS SCHEDULE OF BENEFITS

Applies to Policy Period: from _____ to _____

Revised date: _____ Effective date: _____

6. Premium Rates

Covered Units	[Classification 1]	[Classification 2]	[Classification 3]
[Employee/Single/Composite]	[\$000.00]	[\$000.00]	[\$000.00]
[Dependent/Family/Tiered]	[\$000.00]	[\$000.00]	[\$000.00]
[Tiered]	[\$000.00]	[\$000.00]	[\$000.00]
[Tiered]	[\$000.00]	[\$000.00]	[\$000.00]

7. Reimbursement Option:

Covered Expenses incurred on or after the Policy Effective Date and paid during the Policy Period with:

Run-in Period _____ months Run-in Limit \$ _____

Run-out Period _____ months Run-out Limit \$ _____

8. Individual Excess Loss Terminal Provision applicable? ☐ Yes ☐ No

Terminal Run-out Period: _____ months

9. Individual Excess Loss Advantage Provision applicable? ☐ Yes ☐ No

Individual Advantage Deductible \$ _____

10. Individual Advantage Deductible applies toward the Aggregate Attachment Point? ☐ Yes ☐ No

11. Individual Excess Loss Transplant Provision. ☐ Yes ☐ No

D. Aggregate Excess Loss Insurance ☐ Yes ☐ No

1. Covered Expenses:

☐ Medical excluding all Prescription Drugs

☐ Medical including Prescription Drugs defined as **ONE** of the following:

☐ Rx Card and Mail Order ☐ Rx Card Only ☐ Rx Mail Order Only **OR**

☐ Rx as part of Medical Plan subject to a Deductible and Coinsurance

☐ Vision

☐ Dental

☐ Short-Term Disability

☐ Other _____

2. Aggregate Attachment Point will be set by Symetra.

3. Symetra's Reimbursement Percentage

(Only one of these options will appear on the Schedule for a given Policy Period.)

_____ % of Covered Expenses in excess of the Aggregate Attachment Point.

_____ % of the first \$ _____ of Covered Expenses in excess of the Aggregate Attachment Point; and _____ % thereafter.

_____ % of Covered Expenses in excess of the Aggregate Attachment Point that are incurred at the Participating Employer medical facility or any affiliated or subsidiary medical facilities of the Participating Employer; and _____ % of all other Covered Expenses in excess of the Aggregate Attachment Point.

_____ % of Covered Expenses that are incurred at the Participating Employer medical facility or any affiliated or subsidiary medical facilities of the Participating Employer; and _____ % of all other Covered Expenses will apply toward the Aggregate Attachment Point.

EXCESS LOSS SCHEDULE OF BENEFITS

Applies to Policy Period: from _____ to _____

Revised date: _____ Effective date: _____

4. Aggregate Reimbursement Maximum per Policy Period \$ _____
5. Monthly Aggregate Accommodation Provision applicable? ☐ Yes ☐ No
Monthly Aggregate Accommodation premium \$ _____
Paid: ☐ annually in advance ☐ per employee per month ☐ monthly
6. Reimbursement Option:
Covered Expenses incurred on or after the Policy Effective Date and paid during the Policy Period with:
Run-in Period _____ months Run-in Limit \$ _____
Run-out Period _____ months Run-out Limit \$ _____
7. Minimum Aggregate Attachment Point
a. _____ % of the first Monthly Aggregate Attachment Point x [12], or
b. \$ _____]
8. Monthly Aggregate Attachment Factors
- | Covered Units | [Classification 1] | [Classification 2] | [Classification 3] |
|-----------------------------|--------------------|--------------------|--------------------|
| [Employee/Single/Composite] | [\$000.00] | [\$000.00] | [\$000.00] |
| [Dependent/Family/Tiered] | [\$000.00] | [\$000.00] | [\$000.00] |
| [Tiered] | [\$000.00] | [\$000.00] | [\$000.00] |
| [Tiered] | [\$000.00] | [\$000.00] | [\$000.00] |
9. Aggregate Excess Loss Terminal Provision applicable? ☐ Yes ☐ No
a. Terminal Run-out Period _____ months
b. Terminal Factors
- | Covered Units | [Classification 1] | [Classification 2] | [Classification 3] |
|-----------------------------|--------------------|--------------------|--------------------|
| [Employee/Single/Composite] | [\$000.00] | [\$000.00] | [\$000.00] |
| [Dependent/Family/Tiered] | [\$000.00] | [\$000.00] | [\$000.00] |
| [Tiered] | [\$000.00] | [\$000.00] | [\$000.00] |
| [Tiered] | [\$000.00] | [\$000.00] | [\$000.00] |
10. Aggregate Excess Loss premium \$ _____
Paid: ☐ annually in advance ☐ per employee per month ☐ monthly

- E. Medical Conversion Privilege ☐ Yes ☐ No
a. \$ _____ per conversion
b. \$ _____ monthly rate per employee

- F. Endorsements Included
☐ Individual Excess Loss Advance Funding Endorsement
☐ Excess Loss Alternate Reimbursement Endorsement

[G. Additional Information]

[H. Associated Companies]

[Name]

[Effective Date]

[Termination Date]]

DEFINITIONS

The following words and phrases are used throughout this Policy and have specific meaning for purposes of this Policy.

AGGREGATE ATTACHMENT POINT means for the Policy Period, or any portion of the Policy Period, the amount of Covered Expenses for which the Participating Employer is responsible to pay. The Aggregate Attachment Point must be met in each Policy Period and will be determined at the end of each Policy Period.

AGGREGATE REIMBURSEMENT MAXIMUM means the limit of Symetra's liability in excess of the Aggregate Attachment Point per Policy Period, as shown on the Schedule.

ALTERNATE INDIVIDUAL DEDUCTIBLE means the amount shown on the Policy page entitled Excess Loss Alternate Reimbursement Endorsement and is the amount for which the Participating Employer is responsible to pay. The Alternate Individual Deductible applies separately to each Covered Unit shown on the Excess Loss Alternate Reimbursement Endorsement.

ASSOCIATED COMPANY means an affiliate or subsidiary of the Participating Employer, as shown on the Schedule.

CLAIMS ADMINISTRATOR means a firm or person selected by the Participating Employer, having a written agreement with the Participating Employer to process Employee Benefit Plan benefits and provide administrative services.

The term "Claims Administrator" as used in this Policy does not refer to the Plan Administrator used in the Employee Retirement Income Security Act (ERISA) of 1974, as amended unless the Participating Employer has specifically appointed the Claims Administrator as such.

COVERED EXPENSES means the eligible charges payable under the terms of the Employee Benefit Plan.

Covered Expenses do not include charges that are:

- a. in excess of, or not covered by, the Participating Employer's Employee Benefit Plan; or
- b. specifically excluded or limited by this Policy, the Participating Employer's Schedule, any endorsements, or any amendments.

COVERED FAMILY UNIT means any eligible individual who becomes covered for benefits under the Employee Benefit Plan and that individual's dependents.

COVERED UNIT means any eligible individual who becomes covered for benefits under the Employee Benefit Plan.

DISABLED PERSONS are those Covered Units who, by reason of disability, are not actively at work or able to perform each of the usual and customary duties or activities of a person of like sex and age.

DISCLOSURE STATEMENT means the written statement from the Participating Employer provided to and accepted by Symetra that provides certain underwriting information regarding Covered Units.

DEFINITIONS (continued)

EMPLOYEE BENEFIT PLAN means the employee welfare benefit plan established by the Participating Employer. The Employee Benefit Plan must be defined in written form and be in effect on the Effective Date of the Participating Employer's coverage under this Policy. A copy of the Employee Benefit Plan and any amendments must be provided to and approved by Symetra.

EMPLOYER means the Participating Employer.

EXCESS LOSS refers to the coverage provided to the Participating Employer by Symetra under this Policy.

FINAL POLICY PERIOD means the Policy Period shown on the Schedule that is in effect when coverage is terminated.

INCURRED means the date on which services for Covered Expenses were rendered for a Covered Unit or Covered Family Unit according to the terms of the Employee Benefit Plan.

INDIVIDUAL ADVANTAGE DEDUCTIBLE means the amount shown on the Schedule for which the Participating Employer is responsible to pay. It applies collectively to each Covered Unit or Covered Family Unit for each Policy Period.

INDIVIDUAL DEDUCTIBLE means the amount shown on the Schedule for which the Participating Employer is responsible to pay. The Individual Deductible applies separately to each Covered Unit or Covered Family Unit for each Policy Period.

INDIVIDUAL LIFETIME REIMBURSEMENT MAXIMUM means the limit of Symetra's liability as shown on the Schedule, in excess of the Individual Deductible for a Covered Unit or Covered Family Unit during the lifetime of that Covered Unit or Covered Family Unit.

LARGE CLAIM means paid or pending Covered Expenses greater than or equal to 50% of the Individual Deductible.

MONTHLY AGGREGATE ATTACHMENT POINT means the sum of the Monthly Aggregate Attachment Factors multiplied by the monthly Covered Units. The Monthly Aggregate Attachment Point is used to calculate the Aggregate Attachment Point.

PAID CLAIM means that:

- a. the Covered Expense is adjudicated according to the terms of the Employee Benefit Plan;
- b. a check is written and mailed or electronically deposited directly to the payee within the Policy Period; and
- c. funds are available to honor the check. To be sure that funds are available, they must be on deposit no later than the first working day following the end of the Policy Period.

PARTICIPATING EMPLOYER means the entity named on the Participation Agreement and the Schedule who has applied for coverage under this Policy.

POLICY refers to the terms and provisions of this contract.

POLICYHOLDER means the entity named as the Trustee for this Policy.

DEFINITIONS (continued)

POLICY MONTH means each calendar month within a Policy Period. If the effective date of this coverage is other than the first day of the calendar month, then the first Policy Month is from the effective date to the last day of the same month.

POLICY PERIOD means the period of time shown on the Schedule.

POTENTIAL LARGE CLAIM means any Covered Expense included on the list of Potential Large Claims shown in the claims provisions section.

REIMBURSEMENT PERCENTAGE means the rate at which Symetra will reimburse the Participating Employer, as shown on the Schedule.

RUN-IN LIMIT means the maximum amount shown on the Schedule, paid by the Participating Employer for Covered Expenses incurred prior to the Policy Period, or during the Run-in Period which will be considered for reimbursement by Symetra.

RUN-IN PERIOD means the number of months immediately prior to the Policy Period as shown on the Schedule.

RUN-OUT LIMIT means the maximum amount shown on the Schedule, paid by the Participating Employer during the Run-out Period for Covered Expenses incurred during the Policy Period which will be considered for reimbursement by Symetra.

RUN-OUT PERIOD means the number of months immediately following the Policy Period as shown on the Schedule.

SCHEDULE means the Excess Loss Insurance Schedule of Benefits that is a part of this Policy.

TERMINAL RUN-OUT PERIOD means the number of months immediately following the Final Policy Period as shown on the Schedule.

INDIVIDUAL EXCESS LOSS

This benefit applies only if indicated on the Schedule.

INDIVIDUAL EXCESS LOSS BENEFIT

Upon acceptance of proof of loss, Symetra will reimburse the Participating Employer for payments Symetra considers are Covered Expenses that the Participating Employer makes that exceed the Individual Deductible shown on the Schedule for Paid Claims that are:

- a. incurred while the Employee Benefit Plan is in force;
- b. paid for Covered Units or Covered Family Units according to the terms of the Employee Benefit Plan; and
- c. incurred during the Policy Period or during the Run-in Period shown on the Schedule and paid during the Policy Period or during the Run-out Period shown on the Schedule.

Payments for Covered Expenses that are eligible for more than one Policy Period will apply toward the Policy Period in which the Covered Expenses were actually incurred.

Reimbursements will be subject to the Run-in Limit and Run-out Limit shown on the Schedule.

The benefit reimbursed by Symetra will be at the Reimbursement Percentage shown on the Schedule and will not exceed the Individual Lifetime Reimbursement Maximum shown on the Schedule.

INDIVIDUAL EXCESS LOSS ADVANTAGE PROVISION

This provision applies only if indicated on the Schedule.

Symetra will reimburse the Participating Employer for payments Symetra considers are Covered Expenses that the Participating Employer makes that exceed the Individual Advantage Deductible shown on the Schedule. The Individual Advantage Deductible applies in addition to the Individual Deductible for Paid Claims that are:

- a. incurred while the Employee Benefit Plan is in force;
- b. in excess of the Individual Deductible, shown on the Schedule;
- c. paid for Covered Units or Covered Family Units according to the terms of the Employee Benefit Plan; and
- d. incurred during the Policy Period or during the Run-in Period shown on the Schedule and paid during the Policy Period or during the Run-out Period shown on the Schedule.

Payments for Covered Expenses that are eligible for more than one Policy Period will apply toward the Policy Period in which the Covered Expenses were actually incurred.

Reimbursements will be subject to the Run-in Limit and Run-out Limit shown on the Schedule.

Covered Expenses for more than one Covered Unit or Covered Family Unit may be combined to satisfy the Individual Advantage Deductible.

Covered Expenses that apply toward the Alternate Individual Deductible shown on the Alternate Reimbursement Endorsement will not apply toward the Individual Advantage Deductible.

The benefit reimbursed by Symetra will be at the Reimbursement Percentage shown on the Schedule and will not exceed the Individual Lifetime Reimbursement Maximum shown on the Schedule.

The Individual Advantage Deductible may be applied toward the Aggregate Attachment Point if indicated on the Schedule.

INDIVIDUAL EXCESS LOSS TERMINAL PROVISION

This provision applies only if indicated on the Schedule.

If the Individual Excess Loss benefit terminates at the end of the Policy Period, Paid Claims will apply toward the Individual Deductible for the Final Policy Period only if they are:

- a. incurred while the Individual Excess Loss benefit is in force or during the Run-in Period, subject to the Run-in Limit; and
- b. paid within the final Policy Period or the Terminal Run-out Period shown on the Schedule.

This provision will not apply if the Individual Excess Loss benefit terminates before the end of the Policy Period.

SPECIMEN

INDIVIDUAL EXCESS LOSS TRANSPLANT PROVISION

This provision applies only if indicated on the Schedule.

Symetra will reduce the Individual Deductible for transplant procedures that are:

- a. Covered Expenses; and
- b. performed in a Symetra approved transplant network facility.

The amount of the reduction will be equal to the greater of \$10,000 or 10% of the deductible, not to exceed the amount of the Individual Deductible remaining to be satisfied at the time the transplant procedure becomes a Paid Claim.

The reduction of the Individual Deductible is limited to a one-time reduction per transplant.

The reduction will apply to the Policy Period in which the Covered Expenses for the approved transplant procedure become a Paid Claim.

The reduction will not apply if any other discounts are applicable or if the hospital has any other contracts with Symetra.

The reduction does not apply to the Individual Advantage Deductible or to the Alternate Individual Deductible.

SPECIAL ADVERTISING SECTION

INDIVIDUAL EXCESS LOSS EXCLUSIONS AND LIMITATIONS

The following exclusions and limitations apply to all Individual Excess Loss provisions.

Symetra will not reimburse the Participating Employer for Paid Claims that:

- a. have been reimbursed by another insurance company or reinsurance company;
- b. are incurred after the Participating Employer's Individual Excess Loss benefit terminates;
- c. exceed Symetra's Individual Lifetime Reimbursement Maximum as shown on the Schedule; or
- d. have been excluded under the terms described in the Excess Loss Alternate Reimbursement Endorsement.

SPECIMEN

AGGREGATE EXCESS LOSS

This benefit applies only if indicated on the Schedule.

AGGREGATE EXCESS LOSS BENEFIT

Upon acceptance of proof of loss, Symetra will reimburse the Participating Employer for payments Symetra considers are Covered Expenses that the Participating Employer makes that exceed the Aggregate Attachment Point for Paid Claims that are:

- a. incurred while the Employee Benefit Plan is in force;
- b. paid for Covered Units according to the terms of the Employee Benefit Plan; and
- c. incurred during the Policy Period or during the Run-in Period shown on the Schedule and paid during the Policy Period or during the Run-out Period shown on the Schedule.

Payments for Covered Expenses that are eligible for more than one Policy Period will apply toward the Policy Period in which the Covered Expenses are actually incurred.

Reimbursements will be subject to the Run-in Limit and Run-out Limit shown on the Schedule.

The benefit reimbursed by Symetra will be at the Reimbursement Percentage shown on the Schedule and will not exceed the Aggregate Reimbursement Maximum shown on the Schedule.

AGGREGATE ATTACHMENT POINT

The Aggregate Attachment Point is equal to the greater of:

- a. the sum of the Monthly Aggregate Attachment Points for the Policy Period shown on the Schedule;
or
- b. the Minimum Aggregate Attachment Point shown on the Schedule.

If the Aggregate Excess Loss benefit terminates before the end of the Policy Period, the Minimum Aggregate Attachment Point is equal to the greater of:

- a. the sum of the Monthly Aggregate Attachment Points to the date of termination; or
- b. the Minimum Aggregate Attachment Point shown on the Schedule.

AGGREGATE EXCESS LOSS (continued)

CALCULATION OF MONTHLY AGGREGATE ATTACHMENT POINT

Each Monthly Aggregate Attachment Point is calculated by multiplying the number of Covered Units for that month by the Monthly Aggregate Attachment Factor(s) shown on the Schedule.

The Monthly Aggregate Attachment Point in any Policy Month cannot be less than 95% of the Monthly Aggregate Attachment Point for the immediately preceding Policy Month.

If any of the Participating Employer's employees are absent from work due to a strike, lock out, or work stoppage, the number of Covered Units will remain at the same level as for the month before such interruption began.

The number of Covered Units used to calculate the Monthly Aggregate Attachment Point in the first month of the second or subsequent Policy Periods cannot be less than [95%] of the number of Covered Units reported 90 days prior to the end of the immediately preceding Policy Period.

SPECIMEN

AGGREGATE EXCESS LOSS TERMINAL PROVISION

This provision applies only if indicated on the Schedule.

If the Aggregate Excess Loss benefit terminates at the end of the Policy Period, Paid Claims will apply toward the Aggregate Attachment Point for the Final Policy Period only if they are:

- a. incurred while the Aggregate Excess Loss benefit is in force or during the Run-in Period, subject to the Run-in Limit; and
- b. paid during the Final Policy Period or the Terminal Run-out Period shown on the Schedule.

The Annual Aggregate Attachment Point for the Policy Period will be increased by an amount equal to the average number of Covered Units during the last 3 months of the Policy Period multiplied by the terminal factor(s) shown in the Schedule.

This provision will not apply if the Aggregate Excess Loss benefit terminates before the end of the Policy Period.

SPECIMEN

AGGREGATE EXCESS LOSS MONTHLY AGGREGATE ACCOMMODATION PROVISION

This provision applies only if indicated on the Schedule.

Symetra will reimburse the Participating Employer during the current Policy Period if, at the end of any month during that period, the Net Covered Expenses (defined below) exceed the sum of the Monthly Aggregate Attachment Points for the same period by \$1,000 or more.

Net Covered Expenses means the sum of the payments for Covered Expenses made by the Participating Employer:

- a. less Covered Expenses in excess of the Individual Deductible shown on the Schedule; and
- b. less any applicable Monthly Aggregate Accommodation reimbursements made by Symetra.

The Monthly Aggregate Accommodation Provision will not apply during the last month of the Policy Period or during the Run-out Period.

OVERPAYMENT BY SYMETRA

Symetra may, at its option, require repayment of any previous Monthly Aggregate Accommodation reimbursement, and may also reduce subsequent Excess Loss reimbursements if at any time during the Policy Period the total of all:

- a. Monthly Aggregate Accommodation reimbursements; and
- b. Individual Excess Loss reimbursements; and
- c. Monthly Aggregate Attachment Points

for the previous Policy Months in that Policy Period exceeds the total Paid Claims for the same Policy Months in that Policy Period.

END OF POLICY YEAR RECONCILIATION

At the end of the Policy Period, any Monthly Aggregate Accommodation reimbursement that exceeds the amount payable under the Aggregate Excess Loss provisions must be repaid within 31 days of written notice from Symetra.

AGGREGATE EXCESS LOSS EXCLUSIONS AND LIMITATIONS

The following exclusions and limitations apply to all Aggregate Excess Loss provisions.

Symetra will not reimburse the Participating Employer for Paid Claims that:

- a. have been reimbursed by another insurance company or reinsurance company;
- b. are incurred after the Participating Employer's Aggregate Excess Loss benefit terminates;
- c. have been reimbursed by Symetra under Individual Excess Loss Insurance;
- d. exceed Symetra's Individual Lifetime Reimbursement Maximum or the Aggregate Reimbursement Maximum as shown on the Schedule; or
- e. have been excluded under the terms described in the Excess Loss Alternate Reimbursement Endorsement.

SPECIMEN

GENERAL EXCLUSIONS AND LIMITATIONS

LIMITATIONS ON ELIGIBILITY FOR REIMBURSEMENT UNDER THIS POLICY

Symetra will not reimburse the Participating Employer for Covered Expenses incurred by Covered Units or Covered Family Units that qualify as Potential Large Claims, unless disclosed and accepted by Symetra.

In the event of nondisclosure by the Participating Employer, Symetra reserves the right to:

- a. change or modify the premium rates, Monthly Aggregate Attachment Factors, or Individual Deductible amount(s); or
- b. adjust the terms of the Aggregate and Individual Excess Loss benefit.

EXCLUSIONS

Symetra will not reimburse any loss or expense caused by, or resulting from, any of the following:

- a. expenses for occupational accidents or illnesses or expenses that the Employee Benefit Plan covers that are covered or eligible for coverage by Worker's Compensation, including any payments made by Worker's Compensation carriers as exceptions or payments with no liability concerning Worker's Compensation coverage;
- b. the cost of the administration of claims, payments, or other service(s) provided by the Claims Administrator for consulting fees; or
- c. payments for treatment or services which are considered experimental or investigational as defined by the Employee Benefit Plan.

EMPLOYEE BENEFIT PLAN CHANGES

AMENDMENT TO THE EMPLOYEE BENEFIT PLAN

Symetra must be notified of any change to the Employee Benefit Plan. Notices of change must be in writing and provided to Symetra prior to the effective date of the change. Symetra must approve changes in writing before the benefits provided by the changes will be included as Covered Expenses.

If notice is not received prior to the effective date of the change, Symetra will determine the date, if any, the benefits that are provided by this change will be considered Covered Expenses.

If Symetra does not approve a submitted change, Symetra will not consider the benefits provided by this change as Covered Expenses.

Only Covered Expenses for benefits provided by the most current Symetra approved Employee Benefit Plan will be considered for reimbursement.

SPECIMEN

CLAIMS PROVISIONS

EMPLOYEE BENEFIT PLAN'S CLAIMS ADMINISTRATION

The Participating Employer must retain a Claims Administrator at all times. All Claims Administrator(s) must be approved by Symetra. The Claims Administrator performs as the Participating Employer's agent, and Symetra will not be held liable for any act or omission of the Claims Administrator.

Symetra will only reimburse the Participating Employer for claims paid by the Claims Administrator(s).

The Claims Administrator will:

- a. supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims in accordance with the terms of the Employee Benefit Plan;
- b. maintain accurate records of all claim payments;
- c. maintain separate records of expenses not covered; and
- d. provide Symetra with the following data for the preceding Policy Month on or before the 30th day of each succeeding Policy Month:
 1. number of Covered Units;
 2. notice of claims that reach 50% of the Individual Deductible; and
 3. total amount of claims paid.

MANAGEMENT OF LARGE CLAIMS AND POTENTIAL LARGE CLAIMS

Notice of Large Claim The Participating Employer or the Participating Employer's Claims Administrator(s) must notify Symetra in writing within 10 business days of receiving information indicating that Covered Expenses qualify as a Large Claim.

If the Participating Employer receives information that any claim may be or become a Large Claim, the Participating Employer will immediately notify the Participating Employer's Claims Administrator.

Notice of Potential Large Claim The Participating Employer or the Participating Employer's Claims Administrator must notify Symetra of any Potential Large Claim in writing within 10 business days of receiving any information indicating that the claim qualifies as a Potential Large Claim. See the List of Potential Large Claims below.

If the Participating Employer receives information that any claim may be or become a Potential Large Claim, the Participating Employer will immediately notify the Participating Employer's Claims Administrator.

CLAIMS PROVISIONS (continued)

LIST OF POTENTIAL LARGE CLAIMS

Covered Expenses which qualify as Potential Large Claims are listed below. Symetra retains the right to add to or delete from the list of Potential Large Claims with 30 days written notice to the Participating Employer.

- Transplants, whether incurred or anticipated
- Dialysis, home infusion or injection therapy other than insulin or vitamins
- Cancer
- Chemotherapy or radiation
- Multiple trauma
- Premature birth at less than 34 week gestation
- Any inpatient confinement greater than 7 days including acute rehabilitation or skilled nursing
- Brain or spinal cord injury or stroke
- High risk pregnancy or pre-term labor

CASE MANAGEMENT

If Symetra recommends alternative care and treatment that is not provided for in the Employee Benefit Plan and the Participating Employer allows charges for such recommended care and treatment to be considered eligible under the Employee Benefit Plan, these charges will be considered Covered Expenses under this Policy.

NOTICE OF EXCESS LOSS CLAIM

Aggregate Excess Loss Claim

The Participating Employer will give written notice of Aggregate Excess Loss claims to Symetra within 31 days of the date Covered Expenses have reached the Aggregate Attachment Point.

Individual Excess Loss Claim

The Participating Employer will give written notice of Individual Excess Loss claims to Symetra within 31 days of the date the Covered Expenses, with respect to a Covered Unit or Covered Family Unit, have reached the Individual Deductible.

The Participating Employer's failure to furnish written notice within 31 days will not invalidate or reduce any claim if it were not reasonably possible to provide written notice within such time. However, written notice must be furnished as soon as possible, but in no event later than 1 year after the date written notice is first required.

The Participating Employer or the Participating Employer's Claims Administrator(s) will submit on a timely basis all proofs of loss, reports, and supporting documents that Symetra may request.

CLAIMS PROVISIONS (continued)

AUDIT

Symetra, or its duly authorized representative(s), prior to making a reimbursement, will have the right to inspect and audit all of the Participating Employer's and the Participating Employer's Claims Administrator's records and procedures as well as any other records and procedures that pertain to this Policy. Symetra will also have the right to require proof that payment of Covered Expenses has been made.

SUBROGATION

In the event of any payment(s) of Covered Expenses under the Employee Benefit Plan due to an illness and/or injury to a Covered Unit or Covered Family Unit caused by a third party, the Participating Employer may be entitled to a recovery from such third party. Symetra retains the right to pursue any recovery received by the Participating Employer and to collect any and all reimbursements made to the Participating Employer. In the event Symetra recovers an amount greater than its reimbursement, the excess, reduced by the costs to obtain the recovery, will be returned to the Participating Employer. Symetra is entitled to first recovery of payments as an offset to the deductible paid by the Participating Employer.

If the Participating Employer receives a recovery prior to Symetra reimbursing any Covered Expenses under the Policy, the Participating Employer must deduct these payments from any reimbursement request. If the Participating Employer receives a recovery after Symetra has made reimbursement for some or all of a particular claim, then the Participating Employer must reimburse Symetra to the extent of the reimbursement within 30 days.

The obligation of the Participating Employer to reimburse Symetra remains, regardless of whether the Policy is still in force on the date of recovery. In addition, this provision is applicable even if it is determined the amount of the Covered Unit's or Covered Family Unit's recovery does not fully indemnify or make whole the Covered Unit or Covered Family Unit. The Participating Employer's payment to Symetra may be reduced by the reasonable and necessary expenses incurred in recovering from the other party.

SURCHARGES PROVISION

Symetra will reimburse surcharges required by state statute and/or regulations. In order for surcharges to be considered Covered Expenses under the Excess Loss Policy, the provider bills must be for Covered Expenses according to the terms of the Employee Benefit Plan.

EXCLUSIONS AND LIMITATIONS

Symetra will not reimburse any expenses that are:

- a. surcharges made on a per Covered Unit or Covered Family Unit basis; or
- b. penalties or fines assessed by a state against the Participating Employer.

SPECIMEN

PREMIUM PROVISIONS

PAYMENT OF PREMIUMS

Premiums for this Policy must be received on or before Premium Due Date, as shown on the Schedule, at Symetra's Home Office. Payment of premium will continue Excess Loss coverage only until, but not including, the next Premium Due Date.

If the Participating Employer chooses to use any third party to pay premium on its behalf, such third party is the agent of the Participating Employer and the Participating Employer is responsible for ensuring that the premium is received by Symetra. Symetra will not be held liable for any act or omission of the third party.

GRACE PERIOD

If premium is not received on the Premium Due Date, a 31 day grace period will be granted starting from and including the Premium Due Date. If premium is not received at the end of the 31 days, this Policy will terminate on the last date of coverage for which premium has been paid.

CHANGES IN PREMIUM RATES AND MONTHLY AGGREGATE ATTACHMENT FACTORS

Symetra has the right to establish new Premium Rates and Monthly Aggregate Attachment factors on each Participating Employer Anniversary Date.

Symetra will provide the Participating Employer a 31 day advance written notice in the event of any change in premium rates or Monthly Aggregate Attachment Factors at renewal.

Symetra has the right to establish new Premium Rates and new Monthly Aggregate Attachment Factors at any time during a Policy Period if:

- a. the number of enrolled Covered Units changes by more than 25% from the Enrollment shown on the Schedule;
- b. Symetra discovers an individual who was not disclosed and whom Symetra determines to be an unacceptable risk;
- c. an amendment is made to the Employee Benefit Plan; or
- d. a change in the terms of Excess Loss coverage occurs.

RENEWAL RATING PROVISION

Symetra reserves the right to change the Premium rates and/or Monthly Aggregate Attachment Factors for a Policy Period if the average Paid Claims for the last two Policy Months of the immediately preceding Policy Period exceeds 125% of the average Paid Claims for all prior Policy Months in that preceding Policy Period.

CONTRACT TERMINATION AND RENEWAL

TERMINATION BY THE POLICYHOLDER (TRUSTEE)

The Policyholder may terminate this Policy at any time by giving Symetra written notice. The Policy will end no sooner than 90 days after the date on which notice is received by Symetra.

TERMINATION BY THE PARTICIPATING EMPLOYER

The Participating Employer may terminate its coverage under this Policy at any time by giving Symetra 31 days advance written notice.

TERMINATION BY SYMETRA

Symetra may terminate the Participating Employer's coverage under this Policy by giving the Participating Employer 31 days written notice. Symetra can only terminate for the following reasons:

- a. the Participating Employer fails to comply with a provision of this Policy;
- b. the Participating Employer fails to perform the obligations under this Policy in good faith;
- c. the Participating Employer is covering fewer than 50 employees; or
- d. in the event the Participating Employer fails to provide the information required in the Excess Loss Disclosure Statement.

This Participating Employer's coverage under this Policy will automatically terminate if:

- a. the Participating Employer does not pay all premiums that are due by the end of the Grace Period;
- b. the Participating Employer does not pay claims or make available funds to pay claims as required by this Policy;
- c. the Participating Employer's Employee Benefit Plan terminates; or
- d. the Policy is terminated by the Policyholder.

RENEWAL

Symetra may refuse to renew the Participating Employer's coverage under this Policy by giving the Participating Employer 31 days advance written notice. Otherwise, the coverage under this Policy will automatically renew on each Participating Employer's Policy Anniversary Date if the Participating Employer continues to pay premiums at the rates set by Symetra.

GENERAL CONTRACT PROVISIONS

ENTIRE CONTRACT

This entire contract consists of:

- a. the pages of this Policy, including any amendments or endorsements;
- b. the Participating Employer's Participation Agreement;
- c. the Disclosure Statement;
- d. the Participating Employer's Employee Benefit Plan as approved by Symetra; and
- e. the Excess Loss Schedule of Benefits.

LIABILITY AND INDEMNIFICATION

Symetra is not liable for any costs the Participating Employer incurs because of any disputes or contested claims under the Employee Benefit Plan. Symetra is not liable for punitive, exemplary or consequential damages. The Participating Employer must hold Symetra harmless from damages of any kind which are not caused by Symetra's own acts or omissions.

The Participating Employer must indemnify Symetra for all expenses of litigation, including attorney fees, that Symetra incurs in defending claims or lawsuits brought against Symetra by a Covered Unit or Covered Family Unit under the Employee Benefit Plan.

OBLIGATION

Symetra is acting only as a provider of insurance to the Participating Employer. Symetra is not and will not be considered a fiduciary. Symetra assumes no obligations required by the Employee Retirement Income Act (ERISA) of 1974, as amended.

Symetra has no responsibility or obligation to directly reimburse any Covered Unit or Covered Family Unit. This Policy will not create any right or legal relationship between Symetra and any Covered Unit or Covered Family Unit. Symetra's sole obligation under this Policy is to the Participating Employer.

ASSOCIATED COMPANIES

Excess Loss Insurance is extended to the Participating Employer's Associated Companies listed on the Schedule. Additions and terminations may only be made by amendment to coverage under this Policy. Termination of an Associated Company is treated as termination of coverage for that company only.

NOTICE

For purposes of any notice required under this Policy, notice to the last known Claims Administrator will be considered notice to the Participating Employer. Notice to the Participating Employer will be considered notice to the Claims Administrator.

GENERAL CONTRACT PROVISIONS (continued)

RECORDS

The Participating Employer must:

- a. keep appropriate records regarding administration of the Employee Benefit Plan;
- b. allow Symetra to review and copy, during normal business hours, all records affecting Symetra's liability; and
- c. ensure that Symetra receives monthly status reports and other data as requested under the Claims Provisions of this Policy.

CLERICAL ERROR

Clerical error, whether by the Participating Employer or Symetra, will not invalidate coverage validly in force or affect coverage validly terminated. Clerical errors should be reported and corrected. Symetra will make appropriate adjustments in the premiums due for claims eligible for reimbursement under this Policy. Refunds and credits are limited to the 12 month period prior to the request for adjustment.

LEGAL ACTION

No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been furnished. No legal action may be brought after 3 years from the time written proof of loss is required to be furnished.

AMENDMENTS TO THIS POLICY

This Policy or the Participating Employer's coverage under this Policy may be amended at any time by mutual consent between the parties. Such modification must be by written agreement signed by Symetra's President, Vice President or Secretary. Only these Officers have the authority to modify coverage under this Policy, waive any of Symetra's rights or requirements, or make any promise with respect to benefits under this Policy.

TAXES

If premium taxes should be assessed against the Participating Employer, with respect to claims paid under the Participating Employer's Employee Benefit Plan, the Participating Employer shall hold Symetra harmless from any tax liability.

If premium taxes should be assessed against Symetra with respect to Employee Benefit Plan benefits paid, the Participating Employer must reimburse Symetra the amount of the premium tax liability, interest, penalty, and costs incurred by Symetra as a result of the tax assessment.

MEDICAL CONVERSION PRIVILEGE

This benefit applies only if indicated on the Schedule.

An employee whose coverage under the Employee Benefit Plan ends solely due to termination of employment or change in classification may be eligible for an individual medical conversion policy. A dependent whose coverage under the Employee Benefit Plan ends solely due to loss of dependency status or change in classification may also be eligible.

Eligibility for conversion is determined as follows:

- a. the person must have been covered for medical benefits under the Employee Benefit Plan for at least 3 months;
- b. proof of good health will not be required;
- c. the person must be under the age of 65;
- d. the person must be a resident of the United States;
- e. the person's coverage under the Employee Benefit Plan must end prior to termination of the Participating Employer's coverage under this Policy; and
- f. the person must not currently have an individual medical conversion policy issued through Symetra.

Symetra, or its designee, will issue an individual medical conversion policy, subject to the following:

- a. the eligible person must apply for conversion, and the application and first premium payment must be received by Symetra at its Home Office within 31 days after the date coverage under the Employee Benefit Plan terminates;
- b. a then current individual medical conversion policy will be issued at the rate in use on the conversion effective date; and
- c. the effective date of the individual medical conversion policy will be the day after coverage terminates under the Employee Benefit Plan.

SYMETRASM

FINANCIAL

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

PARTICIPATION AGREEMENT

Policy Number: _____

The Participating Employer: _____
(Legal Name)

has received a Symetra contract which consists of:

- (a) the Symetra Excess Loss Policy, including any amendments or endorsements;
- (b) the Excess Loss Schedule of Benefits;
- (c) the Employee Benefit Plan document, approved by Symetra; and
- (d) the Disclosure Statement

and has approved and accepted the terms of this contract.

No reimbursement under this Policy will be paid until such time as this Participation Agreement has been executed and received by Symetra.

Any person who knowingly, with intent to injure, defraud or deceive any insurance company, files an application containing any false, incomplete, or misleading information, is guilty of a felony and is subject under state law to prosecution and punishment, including fines and/or imprisonment. Submission of false information in connection with this application may also constitute a crime under federal laws. All appropriate legal remedies will be pursued in the event of insurance fraud, including prosecuting under Federal Mail Fraud, Federal Wire Fraud, and/or the Federal Racketeer Influenced and Corrupt Organizations Act statutes. Any false statements made herein may be reported to state and federal tax and regulatory authorities as is appropriate.

Name: _____ Title: _____
(Please Print Name of Signatory) (Please Print)

By: _____
(Signature of Participating Employer)

Signed at: _____ On: _____
(City/State) (Date)

Witness: _____ Title: _____
(Signature) (Please Print)

Instructions to Participating Employer: (1) Sign and return original to Symetra.
(2) Retain copy with your Policy.

INDIVIDUAL EXCESS LOSS ADVANCE FUNDING ENDORSEMENT

The Participating Employer may request Advance Funding for Covered Expenses when all of the following conditions have been met:

- a. the request must be made in writing to Symetra;
- b. the Covered Expenses that apply toward the Individual Deductible shown on the Schedule or the Alternate Individual Deductible for a Covered Unit or Covered Family Unit must be a Paid Claim;
- c. Covered Expenses are adjudicated before the Policy Period ends; and
- d. the minimum request must be \$1,000 per Covered Unit or Covered Family Unit.

In order for Covered Expenses to be eligible for Advance Funding Symetra must receive the requests:

- a. during the Policy Period;
- b. during the Run-out Period; or
- c. within 30 days after the Policy Period or the Run-out Period ends.

Advanced Funds must be used to pay the Covered Expenses within 5 working days after the Participating Employer receives the funds. If the funds, or any portion of the funds, are not used as required within this timeframe, the Participating Employer must repay the advanced funds to Symetra within 10 working days after receiving the funds.